



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

AGENDA

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Mark Henry
County Judge

Darrell Apffel
Commissioner, Precinct 1

Joe Giusti
Commissioner, Precinct 2

Hank Dugie
Commissioner, Precinct 3

Robin Armstrong, MD
Commissioner, Precinct 4

Monday, March 3, 2025

9:30 AM

Galveston County Courthouse

REGULAR MEETING

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

Call to Order

Invocation and Pledge of Allegiance

Public Comment

Consent Agenda

Submitted by the Auditor's Office:

- *1. Approval of the accounts payable checks dated 3/3/2025
- *2. Order for payroll ending 2/26/2025 bi-weekly # 5
- *3. Order for supplemental payroll period ending 2/26/2025 bi-weekly #5
- *4. Early check release dated 2/11/2025 to Continental American Insurance Company check number AP00478544
- *5. Internal audit report of the County Clerk Fee Audit for period of 12/1/2023 - 11/30/2024 with response letter from Honorable Dwight D. Sullivan, dated 2/10/2025
- *6. Internal audit report of Justice of the Peace, Precinct 2 for period of 11/1/2023 - 10/31/2024 with response letter from Honorable Blake Apffel, dated 2/11/2025
- *7. Internal audit report of the Sheriff's Office close-out for Honorable Henry Trochesset
- *8. Quarterly audit report for the Court Collections Office for period of 10/1/2024 - 12/31/2024

- *9. Quarterly audit report for the Juvenile Justice Department for period of 10/1/2024 - 12/31/2024
- *10. Quarterly audit report for Constable, Precinct 1 for period of 10/1/2024 - 12/31/2024
- *11. Quarterly audit report for Constable, Precinct 2 for period of 10/1/2024 - 12/31/2024
- *12. Quarterly audit report for Constable, Precinct 3 for period of 10/1/2024 - 12/31/2024
- *13. Quarterly audit report for Constable, Precinct 4 for period of 10/1/2024 - 12/31/2024
- *14. Receive and file refund check list from Odyssey submitted by the District Clerk
- *15. Receive and file restitution check list from Odyssey submitted by Personal Bond/Collections
- *16. Receive and file Summary of Bi-weekly Personnel Movements pay period #01, December 19 - January 01, 2025 submitted by Human Resources
- *17. Receive and file Summary of Bi-weekly Personnel Movements pay period #02, January 02 - January 15, 2025 submitted by Human Resources
- *18. Receive and file Summary of Bi-weekly Personnel Movements pay period #03, January 16 - January 29, 2025 submitted by Human Resources
- *19. Consideration of approving the 2026 Galveston County Holiday Schedule submitted by the County Judge
- *20. Consideration of approval of LULAC 151 request for Cinco de Mayo fiesta event on Saturday, May 3, 2025 on the grounds of 722 Moody Avenue, Galveston submitted by the County Judge
- *21. Consideration of terminating Athletic Field User Group agreement with Peninsula Sports Park, LLC submitted by Legal Services Manager
- *22. Consideration for authorization to utilize cooperative purchasing agreement in lieu of competitive bidding requirements to procure Staffing Services for Election Workers on behalf of the Galveston County Clerk submitted by the Purchasing Agent
- *23. Consideration of approval of the early voting polling locations for the May 3, 2025 elections as submitted by the County Clerk
- *24. Consideration of approval of the election day polling locations for the May 3, 2025 elections as submitted by the County Clerk
- *25. Consideration of full and final waiver, release, and settlement agreement with Marvin A. Centeno Zavala arising from an incident that occurred on or about August 12, 2024, submitted by Legal Services Manager
- *26. Consideration of approval of interlocal agreement and MOU with Dickinson ISD for Coastal Alternative Program (CAP) 2024-2025 school year submitted by Legal Services Manager on behalf of Sheriff's Office

- *27. Consideration of approval of Peplink PrimeCare renewal with GTS Technology Solutions Inc. submitted by Information Technology
- *28. Consideration of approval of Microsoft Unified Enterprise Support and Cybersecurity Incident Response with Microsoft submitted by Information Technology
- *29. Consideration of approval of Microsoft Enterprise agreement renewal year 3 with SHI Govt Solutions submitted by Information Technology
- *30. Consideration for authorization to re-solicit for motor fuels on behalf of the Galveston County Fleet Department submitted by the Purchasing Agent
- *31. Consideration for authorization to re-solicit for precoat topping rock on behalf of the Galveston County Road & Bridge Department submitted by the Purchasing Agent
- *32. Consideration for authorization to re-solicit for motor oils, fluids & greases on behalf of the Galveston County Fleet Department submitted by the Purchasing Agent
- *33. Consideration for authorization to extend the contract for RFP #B232012, Local Trucking Services on behalf of the Galveston County Road & Bridge Department submitted by the Purchasing Agent
- *34. Consideration for authorization to extend the contract for RFP #B242012, Electrical Parts & Supplies on behalf of the Galveston County Facilities Department submitted by the Purchasing Agent
- *35. Consideration for authorization to cancel ITB #B242011, Reinforced Concrete Pipe for Culverts and authorization to re-solicit for these materials and services on behalf of the Road & Bridge Department submitted by the Purchasing Agent
- *36. Consideration of entering into an Interlocal Agreement with the City of New Braunfels, Texas for cooperative procurement submitted by the Purchasing Agent
- *37. Consideration for authorization to dispose of salvage or surplus property submitted by the Purchasing Agent
- *38. Consideration of authorizing the County Engineer to issue a sand pit permit to Brad Ballard submitted by the County Engineer
- *39. Consideration of authorizing Contract for Panel Counsel Services with Johnson & Associates, Attorneys At Law, PLLC submitted by Legal Services Manager
- *40. Consideration of approval of application from Edward W Jaros, Laura J Jaros and David B Russell for a partial replat of Jaros Subdivision submitted by Platting & Right-of-Way
- *41. Consideration of approval of application from Michael Ivic for a partial replat of San Leon Townsite subdivision submitted by Platting & Right-of-Way

- *42. Consideration of acceptance of petition to abandon unopened portions of Baker Drive between Caicos Calle and Dickinson city limits submitted by Platting & Right-of-Way
- *43. Consideration of acceptance of petition to abandon unopened portions of 25th Street between Nichols and Oregon Avenues, Dickinson, submitted by Platting & Right-of-Way
- *44. Consideration of terminating Munro's Service Agreement with Munro's Uniform Services submitted by Legal Services Manager
- *45. Consideration of request of tax refunds in excess of \$2,500.00 submitted by the Tax Assessor/Collector
- *46. Consideration of renewal of fire protection services contract between Galveston County and the City of Galveston Fire Department submitted by Legal Services Manager
- *47. Consideration of ratification of FY 2026 Specialty Court - Mental Health Court grant application change regarding requested amount to add contract evaluation services to submitted application to the Office of the Governor's Public Safety Office - Criminal Justice Division as submitted by Professional Services
- *48. Consideration of approval to accept F.E.M.A. Public Assistance COVID Vaccination Hub grant award from the Federal Emergency Management Administration as submitted by Professional Services
- *49. Consideration of authorization for County Judge to sign supporting resolution for submission of the FY 2026 Operation Lone Star grant application to the Office of the Governor's Public Safety Office - Homeland Security Division as submitted by Professional Services
- * Consideration of approval of the following budget amendments submitted by Professional Services:
 - *50. 25-87-0303-A
Parks and Cultural Services- Request transfer from General Fund - Budgeted Reserves to Parks - Heavy Equipment to fund the replacement of two mowers
 - *51. 25-88-0303-B
Human Resources- Request transfer from within Employee Benefits - Medical Claims Paid to Life Insurance Premiums to fund life insurance premiums with Metlife
 - *52. 25-89-0303-C
General Government- Request transfer from General Government - Salary & Various Benefits to General Fund - Budgeted Reserves to fund personnel adjustment
 - *53. 25-91-0303-E
Information Technology- Request transfer from General Fund - Software Licensing and Maintenance to Information Technology - Other Contract Services to combine the renewal funds for Microsoft-related software

- *54. 25-94-0303-H
Facilities- Request a transfer from the General Fund - Budgeted Reserves to Facilities Services - In-House Meetings and Food to cover training meal expenses
- *55. 25-95-0303-I
Fleet Services - Request transfer from General Fund - Budgeted Reserves to Fleet Management - Vehicles and Vehicle Make Ready to fund the purchase of new 1/2 ton PPV and emergency equipment for Constable PCT 1.

Action Agenda

Purchasing

- 56. Consideration of awarding RFP 24-021, Galveston County Home Elevation Construction Pool on behalf of the Grants Department
- 57. Consideration of approval of awarding ITB 25-032 Abatement of Junked Vehicles and authorizing the County Judge to execute resultant contract submitted by the Galveston County Sheriff's Office on behalf of the Purchasing Agent

Adjourn

Workshop Agenda

- 58. Presentation by Railroad Commission of Texas Regarding Class VI Wells for Geologic Storage of CO2

Appearances before Commissioners Court

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court members to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

Executive Sessions

The Galveston County Commissioners Court may recess into closed meeting (Executive Session) on any item listed on this agenda if the Executive Session is authorized under the Open Meetings Act pursuant to one or more the following exceptions: Tex. Gov't Code §§ 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding a prospective gift or donation), 551.074 (personnel matters), 551.0745 (personnel matters affecting County advisory body), 551.076 (deliberation regarding security devices or security audits), and/or 551.087 (deliberations regarding economic development negotiations). The Presiding Officer of the Commissioners Court shall announce the basis for the Executive Session prior to recessing into Executive Session. However, the Commissioners Court may only enter into the Executive Session on any agenda item for which a separate Executive Session has not been separately posted if, prior to conducting the Executive Session, a majority of the Commissioners Court votes to go into Executive Session. This motion requirement does not apply to any agenda item that has been previously noticed to constitute or include an Executive Session.



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***1.**

Approval of the accounts payable checks dated 3/3/2025

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 3:51 pm



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***2.**

Order for payroll ending 2/26/2025 bi-weekly # 5

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 3:51 pm



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***3.**

Order for supplemental payroll period ending 2/26/2025 bi-weekly #5

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 4:29 pm



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

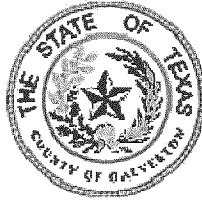
722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***4.**

Early check release dated 2/11/2025 to Continental American Insurance Company check number AP00478544

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 6:28 pm



Galveston County Request for Early Release of Check

Why do you need
the early release?

AFLAC dba Continental requested payment for December & January invoices to be paid
ASAP. Received the invoices on 01.22.25 for December & January.

Early Release Date
Needed

02/10/2025

Check Amount \$ \$24,441.43 &
\$177,219.03

Vendor Name

Continental American Insurance Company

Requested by
(Employee)

Donna Green
(print name)

5427
(Ext.)

Donna L. Green
(signed)

Approved by
(Department
Head)

P.R. Rice
(print name)

5301
(Ext.)

Biel
(signed)

Department Name

County Auditor

Disposition

☐ Mail ☒ Pickup

Approved by
County Auditor

Biel
(signed)

2/10/2025
(date)

Approved by
County Judge

Mark Henry
Mark Henry (Feb 10, 2025 13:53 CST)
(signed)

(date)

**** It is mandatory that you HAND DELIVER the request to the County Auditor for approval, then HAND DELIVER the request to the County Judge for approval to process the request. The form must have all original signatures; all blanks must be completed before request will be processed. You will also need backup documentation when making the request. (i.e., purchase order or affidavit, invoice copy, receipts, etc.) Please return the signed request to the Auditor's Office after approval by the County Judge. The release of funds will be from the County Clerk's Office - Treasury Division.**

Check No: AP 00478544

Check Date: 02/11/2025

Release Date: 02/11/2025


AFLAC Early Check Release


Final Audit Report


2025-02-10


Created:	2025-02-10
By:	Veronica VanHorn (VanhornV@galvestoncountytx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAu-jEtTJqXvf9J-QPMAkiN_EcsC7-Rgq4


"AFLAC Early Check Release" History


 Document created by Veronica VanHorn (VanhornV@galvestoncountytx.gov)
2025-02-10 - 7:51:09 PM GMT

 Document emailed to mark.henry@co.galveston.tx.us for signature
2025-02-10 - 7:51:22 PM GMT

 Email viewed by mark.henry@co.galveston.tx.us
2025-02-10 - 7:52:26 PM GMT

 Signer mark.henry@co.galveston.tx.us entered name at signing as Mark Henry
2025-02-10 - 7:53:18 PM GMT

 Document e-signed by Mark Henry (mark.henry@co.galveston.tx.us)
Signature Date: 2025-02-10 - 7:53:20 PM GMT - Time Source: server

 Agreement completed.
2025-02-10 - 7:53:20 PM GMT



Find Payments - County Auditor Voucher Warrants Report

03:29 PM
02/11/2025
Page 1 of 1

Settlement Run Number: SR-0000065

Payment Amount Equal To: 0

Payment Amount Greater Than: 0

Payment Amount Less Than: 0

Is Intercompany: No

Is Direct Intercompany: No

Payment Category	Payee / Payor	Transaction Date	Payment Type	Settlement Run	Transaction Reference	Payment Amount
Supplier Payment	CONTINENTAL AMERICAN INSURANCE COMPANY	02/11/2025	Check	SR-0000065	478544	201,660.46
						201,660.46

GALVESTON COUNTY, TEXAS

List of County Auditor's Approved Claims for Voucher Warrants Dated 02/11/2025

Approved Order to pay by Commissioners Court this day_____,_____.

Randall Rice CPA

Randall Rice, County Auditor

Mark Henry, Galveston County Judge

Darrell A. Apffel, Galveston County Commissioner, Pct 1

Joe Giusti, Galveston County Commissioner, Pct 2

ATTEST:

Hank Dugie, Galveston County Commissioner, Pct 3

Dwight D. Sullivan, County Clerk

Robin Armstrong, MD, Galveston County Commissioner, Pct 4



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

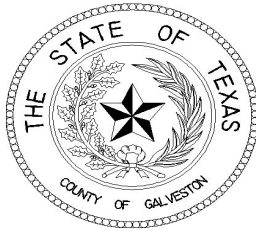
***5.**

Internal audit report of the County Clerk Fee Audit for period of 12/1/2023 - 11/30/2024 with response letter from Honorable Dwight D. Sullivan, dated 2/10/2025

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 5:40 pm

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Madeline Walker CPA CFE, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

March 3, 2025

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the internal audit report of the County Clerk Fee Audit. The audit covered the period December 1, 2023 through November 30, 2024. Also attached is the response letter from Honorable Dwight D. Sullivan, dated February 10, 2025.

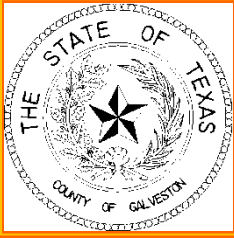
Sincerely,

Randall Rice CPA

Randall Rice CPA
County Auditor

cc: Honorable Dwight D. Sullivan, County Clerk

Attachments: County Clerk Fee Audit Report



County Clerk Fee Audit

January 24, 2025

Galveston County
Internal Audit Division

Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

Executive Summary	1
Introduction	2
Details.....	3-6

Executive Summary

Reliability and Integrity of Information (page 3)

- Adequate compensating controls are in place to minimize the risks associated with the civil and probate collection operations.
- There is an effective separation of duties among the misdemeanor division clerks.
- The County Clerk's Office has adequate controls over adjustments, reversals and voids of receipts.

Safeguarding of Assets (page 4)

- Physical security over assets (collections) is adequate. All collections were accounted for during the surprise cash counts.
- Checks and money orders are scanned to the bank daily and cash collections are deposited daily by a Sheriff's Deputy.

Compliance with Statutes, Policies and Procedures (pages 5-6)

- Misdemeanor fees tested were in compliance with applicable Texas statutes.
- Dismissals tested for misdemeanor cases were in compliance with CCP §32.02.
- Basic court costs and fees tested for civil cases were in compliance with applicable Texas statutes.
- No discrepancies were identified on basic court costs and fees tested for probate cases in accordance to the Texas statutes.
- No material discrepancies were discovered while testing Credits and Waivers for compliance with CCP §42.15, CCP §45.0491, CCP §43.091 and court policy.
- No material discrepancies were found in the testing of marriage licenses for compliance with LGC §118.011.

Introduction

The Internal Audit Division conducted an internal audit of the County Clerk's Office as authorized by Local Government Code (LGC) §115. The internal audit covered the period December 1, 2023 through November 30, 2024. The audit was performed from January 2, 2025 through January 23, 2025.

The primary objectives of the internal audit are to provide reasonable assurance concerning:

- Reliability and integrity of the information.
- Safeguarding of assets.
- Compliance with laws, regulations, contracts, policies, plans and procedures.

The scope of the internal audit encompassed the financial records and administrative procedures related to the County Clerk's Office. The internal audit included, but was not limited to, the books, accounts, reports, dockets and records of the County Clerk.

The internal audit included examining transactions on a test basis, and required exercising judgment in the selection of such tests. As the internal audit was not a detailed examination of all transactions, there is a risk that errors or fraud were not detected during the internal audit. The official therefore retains the responsibility for the accuracy and completeness of the financial information.

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Galveston County Clerk, as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care.

Cynthia Hicks, Internal Auditor, performed the audit.

Reliability and Integrity of Information

Reliable information is accurate, timely, complete and useful. In order to achieve this, controls over record keeping and reporting must be adequate and effective.

Separation of Duties

One of the most important internal controls is to have proper separation of duties. No one person should authorize a transaction, record a transaction and have custody of the assets.

Civil and Probate Court Divisions

For civil and probate court divisions, the office has established procedures to allow clerks to record cases, to assess court fees and to collect payments in the court system (Odyssey). Daily collections are reconciled to the closing reports during the close out process performed by the Accounting Technician IV and the Accounting Technician II. The civil and probate court divisions have adequate compensating controls in place to minimize the risk associated with the divisions' collection operations.

Misdemeanor Court Division

The office has instituted procedures to separate the custody of assets from the recording and authorization functions in the misdemeanor division. The misdemeanor division clerks only record the cases in Odyssey and collect miscellaneous payments for other services (such as copies, certified copies, etc.). The Court Collections Department collects the payments for court costs and fees of misdemeanor cases. Accordingly, they have an effective separation of duties.

Adjustments, Reversals and Voids

Office policy limits the ability to process adjustments, reversals and voids in Odyssey to the Chief Deputy County Clerk of Courts, Chief Deputy County Clerk of Records and the Chief Deputy County Clerk of Administration. A sample of adjustment, reversals and voids was tested for compliance with office policy. No discrepancies were noted during the audit period.

Safeguarding of Assets

Safeguarding of assets has three basic components: 1) physical security of assets, 2) minimal exposure to loss and 3) proper management of the assets.

Physical Security

Physical security encompasses any method to physically secure the assets from loss. Assets not being used should be kept in a locked drawer or safe until they are needed.

Controls are in place to ensure the staff uses lockable drawers and a safe to secure the collections in the office until deposited.

As part of the audit, the auditor conducted surprise cash counts at the Galveston office on January 2, 2025, Texas City office on January 7, 2025, the and League City office on January 14, 2025. All collections and change funds were accounted for at the time of the surprise cash counts.

Minimizing Exposure to Loss

Daily depositing is one of the best methods of minimizing exposure of collections to loss as well as providing the county with maximum benefit of collections.

The County Clerk's Office accepts cash, checks, money orders and credit cards. Checks and money orders are restrictively endorsed immediately upon receipt. Checks and money orders are scanned to the bank daily and a Sheriff's Deputy deposits the cash collections daily.

Compliance with Statutes, Policies and Procedures

As part of the audit, the auditor evaluated the adequacy and effectiveness of internal controls and governance regarding compliance with statutes, policies and procedures within the County Clerk's Office.

Misdemeanor Case Fees

The state and local fees assessed for a sample of misdemeanor cases were reviewed to verify they were in compliance with current statutes.

No discrepancies were identified for fees assessed on misdemeanor cases during the audit period.

Misdemeanor Case Dismissals

Code of Criminal Procedures (CCP) §32.02 states, "The attorney representing the state may, by permission of the court, dismiss a criminal action at any time upon filing a written statement with the papers in the case setting out his reasons for such dismissal, which shall be incorporated in the judgment of dismissal. No case shall be dismissed without the consent of the presiding judge."

All dismissed misdemeanor cases reviewed contained the "Motion and Order to Dismiss" document signed by the presiding judge.

Civil and Probate Case Fees

The state and local fees assessed for a sample of civil and probate cases were reviewed to verify they were in compliance with current statutes.

No discrepancies were identified for fees assessed on civil and probate cases tested during the audit period.

Compliance with Statutes, Policies and Procedures (cont.)

Credits and Waivers

CCP §42.15 Fines and Costs states “if the court determines the defendant does not have sufficient resources or income to immediately pay all or part of the fine and costs, the court shall determine whether the fine and costs should be: (3) waived in full or in part under Article 43.091.”

CCP §43.091 Waiver of Payment of Fines and Costs for Certain Defendants and for Children allows that a court may waive payment of all or part of a fine or costs imposed on a defendant if the court determines that the defendant is indigent or does not have sufficient resources or income to pay all or part of the fine or costs.

Per office policy, the County Clerk’s misdemeanor division supervisors are authorized to apply credits and waivers, as well as reverse them in Odyssey, when it is ordered by a judge. All credits and waivers awarded must be ordered by the judge. Proper support documentation for credits and waivers must be scanned into Odyssey as proof of its validity. A sample of cases was tested for compliance with CCP §42.15, CCP §43.091 and court policy.

No material discrepancies were identified for credits and waivers granted for cases tested during the audit period.

Marriage License Fees

There are two types of application fees the office collects for: regular marriage licenses and declaration of informal marriage licenses.

LGC §118.011 (7) states the amount of the Marriage License Fee is \$60.00.

LGC §118.011 (8) states the amount of the Declaration of Informal Marriage License Fee is \$25.00.

No material discrepancies were identified for all fees assessed on marriage licenses during the audit period.



The County of Galveston

P.O. BOX 17253
JUSTICE CENTER
GALVESTON, TEXAS 77552-7253

DWIGHT D. SULLIVAN
COUNTY CLERK

February 10, 2025

Mr. Randall Rice, CPA
County Auditor
722Moody, 4th Floor
Galveston, Texas 77550

Re: Response to the 2025 County Clerk Fee Audit

Dear Mr. Rice,

Thank you for conducting this audit. Your staff was a pleasure to work with and presented an outstanding report. We thank your staff for taking the time to assist us. Thank you for ensuring the accountability of our office in financial matters.

Sincerely,

A handwritten signature in black ink, appearing to read "Dwight D. Sullivan", is written over a horizontal line.

Dwight D. Sullivan

County Clerk



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

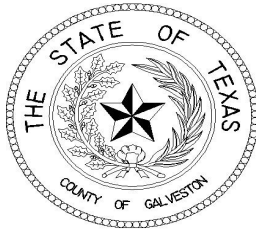
***6.**

Internal audit report of Justice of the Peace, Precinct 2 for period of 11/1/2023 - 10/31/2024 with response letter from Honorable Blake Apffel, dated 2/11/2025

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 5:42 pm

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Madeline Walker CPA CFE, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

March 3, 2025

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the internal audit report of Justice of the Peace, Precinct 2. The audit covered the period November 1, 2023 through October 31, 2024. Also attached is the response letter from Honorable Blake Apffel, dated February 11, 2025.

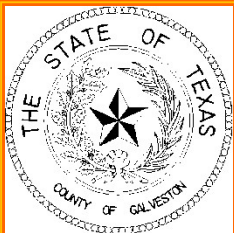
Sincerely,

Randall Rice CPA

Randall Rice CPA
County Auditor

cc: Honorable Judge Blake Apffel

Attachment: Justice of the Peace, Precinct 2 Audit Report
Response Letter, Judge Blake Apffel



Justice of the Peace, Precinct 2 Audit

December 6, 2024

Galveston County
Internal Audit
Division

Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

Executive Summary.....	1
Introduction	2
Details	3-9

Executive Summary

Reliability and Integrity of Information (page 3)

- Compensating controls have been implemented in different areas of the court's operations to ensure a proper separation of duties.
- No material discrepancies were noted in the testing of adjustments, reversals and voids.
- No material exceptions were noted in the recording of citations issued by the Galveston County Sheriff's Office in Odyssey.

Safeguarding of Assets (page 4)

- All collections were accounted for during the surprise cash counts.
- Physical security over assets (collections) is adequate.
- The court deposits collections daily.
- Bond account bank reconciliations are reviewed quarterly by the Auditor's Office.

Compliance with Statutes, Policies and Procedures (pages 5-7)

- No material discrepancies were noted in the testing of Administrative Dismissals.
- No discrepancies were noted in the testing of No-Charge Dismissals.
- No material discrepancies were noted in the testing of assessing court costs, fines and fees.
- No material discrepancies were noted in the court's compliance with the "Allocation Rule".
- No material discrepancies were noted in the testing of Time Payment fees.
- PC30 collection fee calculation must include the entire outstanding balance of any fines, fees and court costs, in compliance with CCP §103.0031.
- No discrepancies were noted in the testing of credits awarded for compliance with CCP §45.048, CCP §45.049(a), CCP §45.0491 and court policy.
- No material discrepancies were noted in the testing of compliance with CCP § 45.051 and court policy.

Statistical Analysis (pages 8-9)

- The largest number of case types filed have continually been criminal cases (Traffic and Non-Traffic Misdemeanors), increasing from 3,466 in FY2020 to 3,694 in FY2024. The second-highest number of case types filed was civil, which decreased from 822 in FY2020 to 1,911 in FY2024.
- Revenue collected during October 1, 2020 through July 31, 2024 increased 14.57% from \$631,945 in FY2020 to \$739,726 in FY2024.

Introduction

The Internal Audit Division conducted an internal audit of the Justice of the Peace, Precinct 2, in accordance with Local Government Code (LGC) §115. The internal audit covered the period November 1, 2023 through December 6, 2024. The audit was performed from November 20, 2024 through December 6, 2024.

The primary objectives of the internal audit are to provide reasonable assurance concerning:

- Reliability and integrity of the information
- Safeguarding of assets
- Compliance with laws, regulations, contracts, policies, plans and procedures

The scope of the internal audit encompassed the financial records and administrative procedures related to the Justice of the Peace, Precinct 2. The internal audit included, but was not limited to, the books, accounts, reports, dockets and records of the Justice of the Peace, Precinct 2.

The internal audit included examining transactions on a test basis and required exercising judgment in the selection of such tests. As the internal audit was not a detailed examination of all transactions, there is a risk that errors or fraud were not detected during the internal audit. The official therefore retains the responsibility for the accuracy and completeness of the financial information.

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Galveston County Justice of the Peace, Precinct 2 as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care.

Cynthia Hicks, Internal Auditor, performed the audit.

Reliability and Integrity of Information

Reliable information is accurate, timely, complete and useful. In order to achieve this, controls over record keeping and reporting must be adequate and effective.

Separation of Duties

One of the most important internal controls is to have proper separation of duties. No one person should authorize a transaction, record a transaction and have custody of the assets. A proper separation of duties is not possible for Justice of the Peace, Precinct 2 at this time due to the size of staff and budgetary constraints; however, compensating controls have been implemented in different areas of the court's operations.

Adjustments, Reversals and Voids

All clerks have the ability to process adjustments, reversals and voids in Odyssey. Court policy requires a copy of the transaction receipt to be printed with an explanation documented and signed by the clerk who initiated the transaction and a clerk approving the transaction. Proper support of the adjustments, reversals and voids must be scanned into Odyssey. A sample of adjustments, reversals and voids was tested for compliance with the court policy. No material discrepancies were noted.

Completeness and Accuracy

Information from citations issued by the Galveston County Sheriff's Office is recorded in their Record Management System (RMS). The citations are turned into the related Justice Court and subsequently entered into Odyssey by the clerks. Internal Audit tested a sample of citations recorded in RMS to verify the information was completely and accurately recorded in Odyssey. No material discrepancies were noted.

Safeguarding of Assets

Safeguarding of assets has three basic components: 1) physical security of the collections, 2) minimal exposure to loss, and 3) proper management of the collections.

Physical Security

Physical security encompasses any method to physically secure the collections from loss. Monies collected should be kept in a locked drawer or safe until they are deposited in the bank.

As part of the audit, the auditor conducted a surprise cash count at the Santa Fe office on November 20, 2024 and at the Galveston office on November 25, 2024. All collections were accounted for at the time of the surprise cash counts. Controls are in place to ensure the staff uses a lockable safe to secure collections until they are ready to be deposited. The safe remains locked when not in use.

Minimizing Exposure to Loss

Daily depositing is one of the best methods of minimizing exposure of collections to loss as well as providing the county with the maximum benefit of the collections. Justice of the Peace, Precinct 2 has a policy to deposit collections daily. Deposits are reviewed quarterly by the Auditor's Office.

Management of Collections

Properly prepared and adequately supported bank reconciliations are one of the best methods of cash management available to any official. The reconciliation process identifies any discrepancies in the bond account and assists in preventing the misuse of funds. Justice of the Peace, Precinct 2 performs a bond account bank reconciliation each month and submits a copy to the Auditor's Office. Bond account bank reconciliations are reviewed quarterly by the Auditor's Office.

Compliance with Statutes, Policies and Procedures

The following areas were tested to provide reasonable assurance the court is in compliance with statutes, policies and procedures.

Administrative Dismissals

Certain charges may be dismissed with an administrative fee when the defendant provides proof the underlying violation is resolved within the statutory time limit. When the proof is presented and the administrative fee has been paid, the clerk may dismiss the case without the consent of the Judge or the Assistant District Attorney. A sample of administrative dismissals was tested for compliance with applicable statutes. No material discrepancies were noted.

Code of Criminal Procedures (CCP) §32.02 Dismissal by State's Attorney

CCP §32.02 Dismissal By State's Attorney states "The attorney representing the State may, by permission of the court, dismiss a criminal action at any time upon filing a written statement with the papers in the case setting out his reasons for such dismissal, which shall be incorporated in the judgment of dismissal. No case shall be dismissed without the consent of the presiding judge." Court policy requires support documentation for no-charge dismissals, signed by the Judge or the Assistant District Attorney, to be scanned into Odyssey as proof of its validity. A sample of no-charge dismissals was tested for compliance with CCP §32.02 and court policy. No discrepancies were noted.

Court Costs, Fines and Fees

The Texas Judicial Branch publishes a 'Justice Court Convictions Court Cost Chart' each year there is a legislative update. The chart shows the fees to be assessed for misdemeanor offenses, including specific costs not assessed upon conviction, but assessed under appropriate circumstances. The chart also provides the statute that supports the amount of court costs, fines and fees reflected on the chart. A sample of cases was tested for compliance with the applicable statutes regarding court costs, fines and fees collected by the office. No material discrepancies were noted.

Allocation Rule

Attorney General Opinion GA-147 and the 'Justice Courts - Court Costs and Fees Handbook' define the "Allocation Rule" as the practice of allocating monies received from a defendant first to pay costs and then to pay a fine. If the monies received do not cover all of the costs, then the monies must be allocated to costs on a pro rata basis. Accordingly, any credit awarded (Jail Time Credit, Community Service, Waivers) must be applied to the fine amount first, then to court costs and fees. A sample of cases was tested for compliance with the "Allocation Rule".

Compliance with Statutes, Policies and Procedures (cont.)

Time Payment Fee

If a person is convicted of a felony or misdemeanor and pays any part of the court costs, fine, or restitution on or after the 31st day after the judgment day, the court must assess an additional cost of a time payment fee. CCP §102.030 (effective as of 1/1/2020) states “(a) A person convicted of an offense shall pay a reimbursement fee of \$15 if the person: (1) has been convicted of a felony or misdemeanor; and (2) pays any part of a fine, court costs, or restitution, or another reimbursement fee, on or after the 31st day after the date on which a judgment is entered assessing the fine, court costs, restitution, or other reimbursement fee.” A sample of cases was tested for compliance with CCP §102.030. No material discrepancies were noted.

CCP §103.0031 Collection Contracts

CCP §103.0031 states the commissioners court of a county may enter into a contract with a private attorney or a public or private vendor for the provision of collection services for debts and accounts receivable such as unpaid fines, fees, court costs, forfeited bonds, and restitution. A commissioner’s court that enters into a contract with a private attorney or private vendor under this article may authorize the addition of a collection fee (PC30 fee) in the amount of 30 percent of the outstanding balance that is more than 60 days past due and has been referred to the attorney or vendor for collection. A sample of cases was tested for compliance with CCP §103.0031.

Finding: PC30 fees are not consistently being assessed accurately in Odyssey.

Recommendation JP2-25-01: To ensure compliance with CCP §103.0031, PC30 collection fee calculation must include the entire outstanding balance of any fines, fees and court costs.

Credits

Jail Time Credit

CCP §45.048 Discharged From Jail states a defendant placed in jail shall be discharged by showing the defendant is too poor to pay the fine and costs, or has remained in jail a sufficient length of time to satisfy the charges. Per court policy, the defendant must provide proof of time served.

Community Service

CCP §45.049 (a) Community Service in Satisfaction of Fine or Costs states a justice or judge may require a defendant who fails to pay a previously assessed fine or costs, or who is determined by the court to have insufficient resources or income to pay a fine or costs, to discharge all or part of the fine or costs by performing community service.

Compliance with Statutes, Policies and Procedures (cont.)

Indigent Credit/Waivers

CCP §45.0491 Waiver of Payment of Fines and Costs for Indigent Defendants and Children states a justice court may waive payment of all or part of a fine or costs imposed on a defendant if the court determines that:

- (1) the defendant is indigent or does not have sufficient resources or income to pay all or part of the fine or costs or was, at the time the offense was committed, a child as defined by Article 45.058(h); and
- (2) discharging the fine or costs under Article 45.049 or as otherwise authorized by this chapter would impose an undue hardship on the defendant.

Court policy dictates all credit awarded must be approved by the Judge and adequate support documentation for credits must be scanned into Odyssey as proof of its validity.

A sample of cases was tested for compliance with CCP §45.048, CCP §45.049(a), CCP §45.0491 and court policy. No material discrepancies were noted.

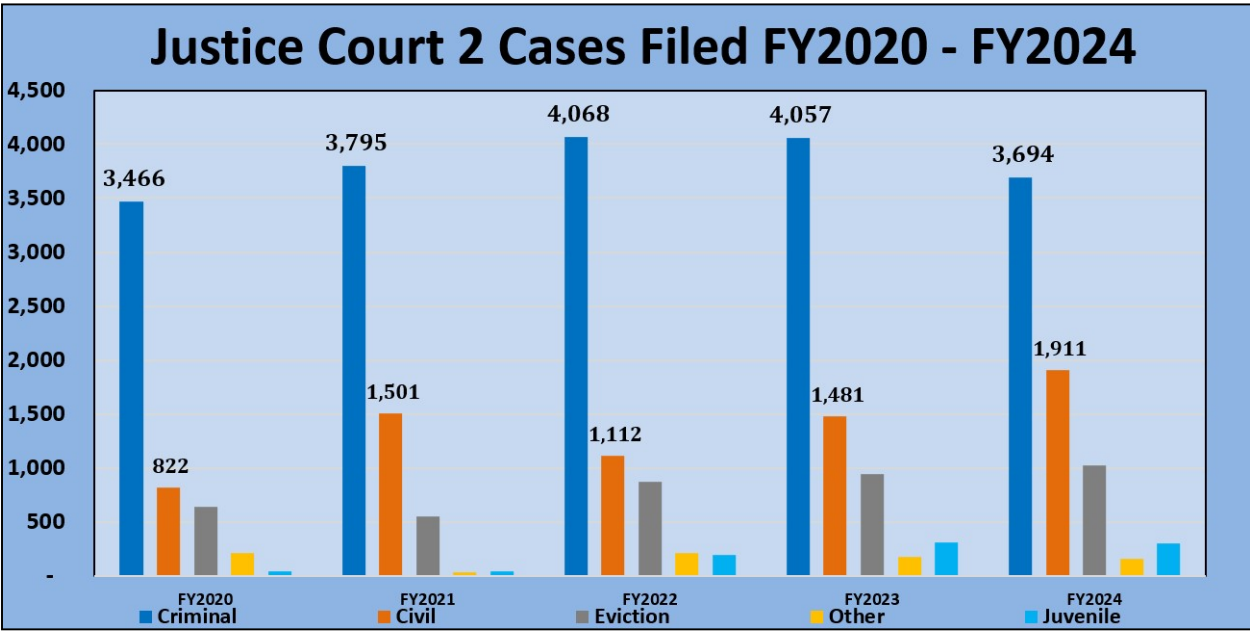
Deferred Disposition (Adjudication)

CCP §45.051 Suspension of Sentence and Deferral of Final disposition states on a plea of guilty or nolo contendere on a misdemeanor case, the judge may defer further proceedings without entering an adjudication of guilt and place the defendant on probation not to exceed 180 days. In issuing the order of deferral, the judge may impose a fine on the defendant in an amount not to exceed the amount of the fine that could be imposed on the defendant as punishment for the offense. The fine may be collected at any time before the probation ends. The judge may elect not to impose the fine for good cause shown by a defendant. If the judge orders the collection of a fine under this subsection, the judge shall require the amount of the fine be credited toward the payment of the amount of any fine imposed by the judge as punishment for the offense. Court policy dictates all support documentation to deferred cases, including the Order for Deferred Disposition (Adjudication) signed by the judge, are scanned into Odyssey and the physical copy is retained in the case jacket. A sample of cases was tested for compliance with CCP §45.051 and court policy. No material discrepancies were noted.

Statistical Analysis

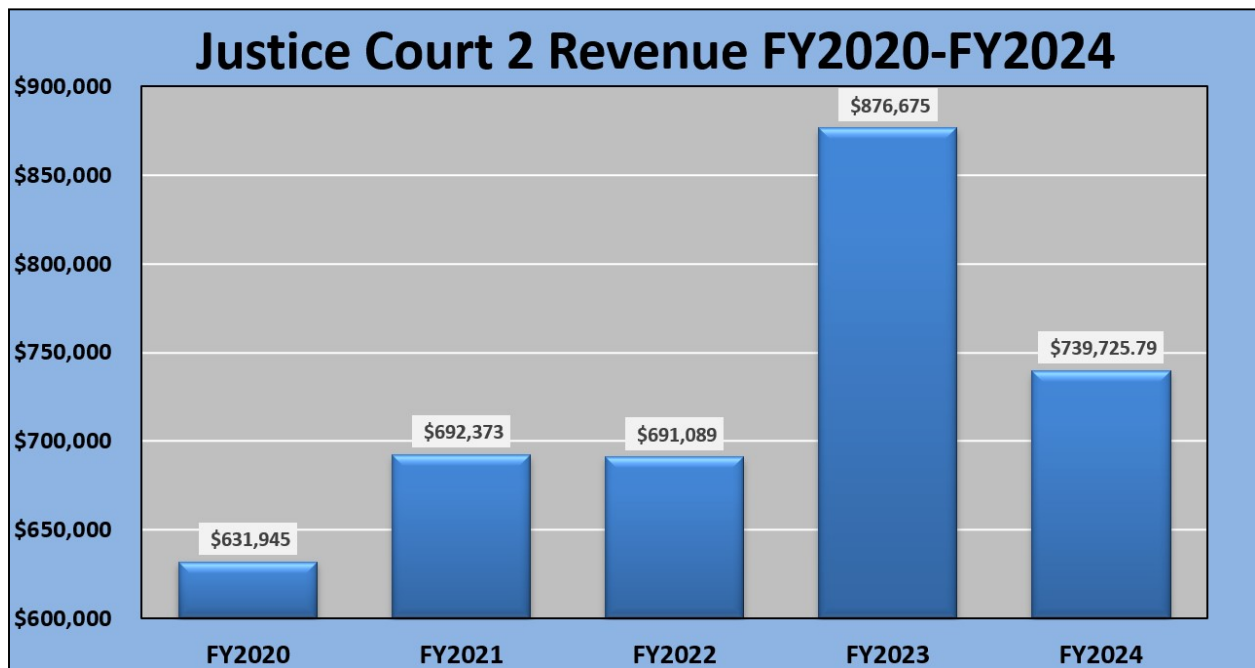
A five-year statistical analysis was performed on the cases filed through Justice of the Peace, Precinct 2 from FY2020 through FY2024. The data for the analysis was obtained from the Odyssey Case Filing Statistics Report. The date range used for the report was October 1, 2020 through September 30, 2024. The largest number of case types filed has continually been criminal cases (Traffic and Non-Traffic Misdemeanors), increasing from 3,466 in FY2020 to 3,694 in FY2024. The second-highest number of case types filed was civil, which increased in cases from 822 in FY2020 to 1,911 in FY2024. The following reflects the number of cases filed during the five-fiscal year analysis:

	Criminal	Civil	Eviction	Other	Juvenile	FY Totals
FY2020	3,466	822	636	215	37	5,176
FY2021	3,795	1,501	548	35	37	5,916
FY2022	4,068	1,112	875	209	189	6,453
FY2023	4,057	1,481	945	178	305	6,966
FY2024	3,694	1,911	1,022	161	299	7,087
Total	19,080	6,827	4,026	798	867	-



Statistical Analysis (cont.)

A five-year statistical analysis was performed on the revenue collected by Justice of the Peace, Precinct 2 from FY2020 through FY2024. The data used in the analysis was obtained from ONESolution, the county's financial reporting system. The date range used for the report was October 1, 2020 through September 30, 2024. The annual bank deposit total increased 19% from \$631,945 in FY2020 to \$739,726 in FY2024. The following chart reflects revenue collected by Justice of the Peace, Precinct 2 during the five-year fiscal year analysis:





**JUDGE D. BLAKE APFFEL
JUSTICE COURT TWO
GALVESTON COUNTY TEXAS**

**11730 Hwy 6
Santa Fe, Texas 77510**

**Office Number: 409-770-5484
Fax Number: 409-925-8290**

February 11, 2025

Dear Mr. Rice,

After review of the Audit Report, I Judge D. Blake Apffel, submit this letter expressing my staff's and my continued dedication to work toward compliance with the recommendations of the Auditor's office.

Thank you and your staff for the audit and the diligent work of the audit team.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Blake Apffel", is written over the printed name.

D. Blake Apffel
Justice of the Peace
Precinct 2
Galveston County, Texas
409-770-5490



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

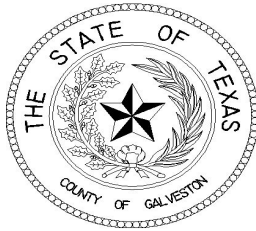
***7.**

Internal audit report of the Sheriff's Office close-out for Honorable Henry Trochesset

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 5:50 pm

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Madeline Walker CPA CFE, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

March 3, 2025

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court
722 Moody Avenue
Galveston, Texas 77550

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the internal audit report of the close out for Honorable Henry Trochesset.

Sincerely,

Randall Rice CPA

Randall Rice CPA
County Auditor

cc: Honorable Jimmy Fullen

Attachment: Honorable Henry Trochesset, Sheriff Close-Out Audit Report

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Madeline Walker CPA CFE, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

January 23, 2025

To: Honorable James Fullen
Galveston County Sheriff

From: Randall Rice CPA *RR*
Galveston County Auditor

Re: Honorable Henry Trochesset, Sheriff Close-Out

Cash Count

A cash count was performed for the Sheriff's Office Bond Division on December 3, 2024 and Petty Cash Fund on December 18, 2024. The objectives of the cash counts were to determine if all the collections had been accounted for at the time of the surprise cash counts and if the collections were properly handled.

- All funds were accounted for at the time of both surprise cash counts.

Bank Reconciliations

Properly prepared and adequately supported bank reconciliations are one of the best methods of cash management available to any official. The reconciliation process identifies any discrepancies in the Sheriff's Office accounts and assists in preventing the misuse of funds. The following Sheriff's Office accounts were reviewed and reconciled. No discrepancies were detected.

- Bond Account
- Tax Sale Account
- Reserves Account
- Commissary and Inmate Property Accounts

We wish to thank the Sheriff and his staff for their cooperation and assistance.

cc: Madeline Walker CPA CFE, First Assistant County Auditor



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

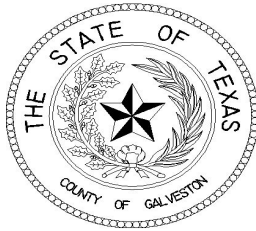
***8.**

Quarterly audit report for the Court Collections Office for period of 10/1/2024 - 12/31/2024

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 5:49 pm

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Madeline Walker CPA CFE, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

March 3, 2025

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court
722 Moody Avenue
Galveston, Texas 77550

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the Quarterly Audit Report for the Court Collections Office. The audit covered the period from October 2024 through December 2024.

Sincerely,

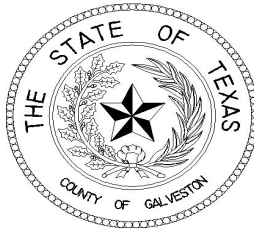
Randall Rice CPA

Randall Rice CPA
County Auditor

cc: Mr. Aaron Johnson, Director of Personal Bonds/Collections

Attachment: Quarterly Audit Report, Court Collections Office

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Madeline Walker CPA CFE, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

February 24, 2025

Mr. Aaron Johnson
Director of Personal Bonds/Collections
600 59th Street, Suite 1500
Galveston, TX 77551

Mr. Aaron Johnson:

The Galveston County Auditor's Office has examined the Private Collection, Parks and Wildlife and OMNI purchase orders submitted by the Court Collections Office for the months of October 2024 through December 2024.

Private Collection Fees

The collection contract between Galveston County and Perdue, Brandon, Field, Collins & Mott states the county shall pay the firm by the 20th day of each month all compensation earned by the firm for the previous month. County policy requires the office to submit a purchase request by the 5th day of the following month. Once a PO is issued, adequate forms and support documentation shall be submitted to Accounts Payable. It is the responsibility of the office to monitor the status of the purchase orders to verify payment is made. No material discrepancies were noted.

Parks and Wildlife Fees

Parks and Wildlife Code (PAW) §31.128 Disposition of Fines states a justice of the peace receiving any fine imposed by a court for a violation of this chapter shall remit 85% of the fine, for justice court cases, to the Texas Parks and Wildlife Department. County policy requires the JP offices to submit a purchase request by the 5th day of the following month. Once a PO is issued, adequate forms and support documentation shall be submitted to Accounts Payable. It is the responsibility of the office to monitor the status of the purchase orders to verify payment is made. The office is in compliance with PAW §31.128 and county policy.

OMNI Fees

Transportation Code §706.006 Payment of Reimbursement Fee states a person who fails to appear for a complaint or citation for an offense described in this chapter shall be required to pay a reimbursement fee of \$10 for each complaint or citation reported to the Department of Public Safety. For each fee collected under Section 706.006, the county shall send \$6 to the vendor, OmniBase Services of Texas, no later than the last day of the month following the close of the calendar quarter. County policy requires the JP offices to submit a purchase request by the 5th day of the following month. Once a PO is issued, adequate forms and support documentation shall be submitted to Accounts Payable. It is the responsibility of the office to monitor the status of the purchase orders to verify payment is made. The office is in compliance with Transportation Code §706 and county policy. No material discrepancies were noted.

February 24, 2025

Page 2

This report will be submitted to Commissioners Court on March 17, 2025. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

A handwritten signature in cursive script that reads "Randall Rice CPA".

Randall Rice CPA
County Auditor



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

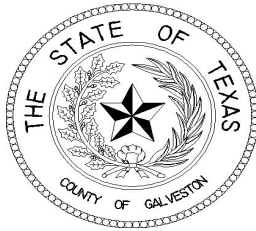
***9.**

Quarterly audit report for the Juvenile Justice Department for period of 10/1/2024 - 12/31/2024

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 5:48 pm

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Madeline Walker CPA CFE, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

March 3, 2025

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court
722 Moody Avenue
Galveston, Texas 77550

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the Quarterly Audit Report for the Juvenile Justice Department. The audit covered the period from October 2024 through December 2024.

Sincerely,

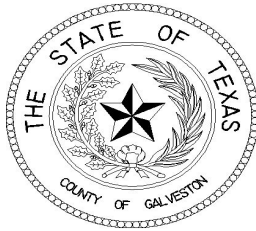
Randall Rice CPA

Randall Rice CPA
County Auditor

cc: Mr. Glen Watson, Director of Juvenile Justice

Attachment: Quarterly Audit Report, Juvenile Justice Department

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Madeline Walker CPA CFE, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

February 24, 2025

Mr. Glen Watson
Director of Juvenile Justice
6101 Attwater Avenue
Texas City, TX 77590

Mr. Watson:

The Galveston County Auditor's Office has examined the collections of the Juvenile Justice Department for the months of October 2024 through December 2024. The scope of the examination was limited to reviewing the records submitted to this office by the Juvenile Justice Department. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer, completely and accurately.

- Monthly reports were submitted in compliance with LGC §114.001 General Requirements Applicable to Reports and LGC §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §115.002 Examination of Books and Reports.
- All funds collected were receipted and deposited with the County Treasurer completely, accurately and in compliance with LGC §113.022 Time For Making Deposits and CCP §103.004 Disposition of Collected Money.

This report will be submitted to Commissioners Court on March 17, 2025. Please contact Lori McWhirter, Internal Audit Manager, if you have any questions or comments regarding this report.

Sincerely,

Randall Rice CPA

Randall Rice CPA
County Auditor



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

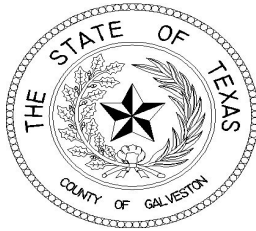
***10.**

Quarterly audit report for Constable, Precinct 1 for period of 10/1/2024 - 12/31/2024

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 5:46 pm

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Madeline Walker CPA CFE, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

March 3, 2025

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court
722 Moody Avenue
Galveston, Texas 77550

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the Quarterly Audit Report for Constable, Precinct 1. The audit covered the period from October 2024 through December 2024.

Sincerely,

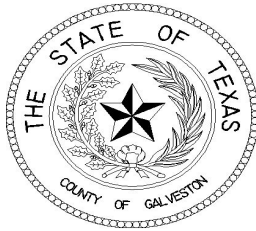
Randall Rice CPA

Randall Rice CPA
County Auditor

cc: Honorable Blake Patton

Attachment: Quarterly Audit Report, Constable, Precinct 1

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Madeline Walker CPA CFE, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

February 24, 2025

Honorable Blake Patton
Constable, Precinct 1
P.O. Box 8327
Bacliff, Texas 77518

Honorable Blake Patton:

The Galveston County Auditor's Office has examined the monthly reports of Constable, Precinct 1 for the months of October 2024 through December 2024. The scope of the examination was limited to reviewing the records submitted to this office by Constable, Precinct 1. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with LGC §114.001 General Requirements Applicable to Reports and LGC §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with LGC §113.022 Time for Making Deposits.

This report will be submitted to Commissioners Court on March 17, 2025. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

Randall Rice CPA

Randall Rice CPA
County Auditor



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

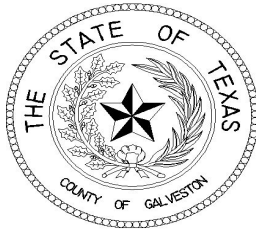
***11.**

Quarterly audit report for Constable, Precinct 2 for period of 10/1/2024 - 12/31/2024

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 5:43 pm

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Madeline Walker CPA CFE, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

March 3, 2025

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court
722 Moody Avenue
Galveston, Texas 77550

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the Quarterly Audit Report for Constable, Precinct 2. The audit covered the period from October 2024 through December 2024.

Sincerely,

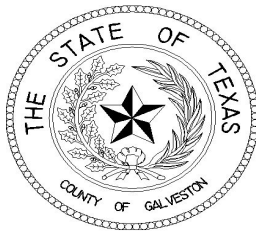
Randall Rice CPA

Randall Rice CPA
County Auditor

cc: Honorable Paul Edinburgh

Attachment: Quarterly Audit Report, Constable, Precinct 2

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Madeline Walker CPA CFE, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

February 24, 2025

Honorable Paul Edinburgh
Constable, Precinct 2
P.O. Box 697
Santa Fe, Texas 77510

Honorable Paul Edinburgh:

The Galveston County Auditor's Office has examined the monthly reports of Constable, Precinct 2 for the months of October 2024 through December 2024. The scope of the examination was limited to reviewing the records submitted to this office by Constable, Precinct 2. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with LGC §114.001 General Requirements Applicable to Reports and LGC §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with LGC §113.022 Time for Making Deposits.

This report will be submitted to Commissioners Court on March 17, 2025. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

Randall Rice CPA

Randall Rice CPA
County Auditor



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

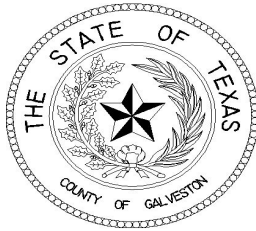
***12.**

Quarterly audit report for Constable, Precinct 3 for period of 10/1/2024 - 12/31/2024

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 5:35 pm

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Madeline Walker CPA CFE, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

March 3, 2025

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court
722 Moody Avenue
Galveston, Texas 77550

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the Quarterly Audit Report for Constable, Precinct 3. The audit covered the period from October 2024 through December 2024.

Sincerely,

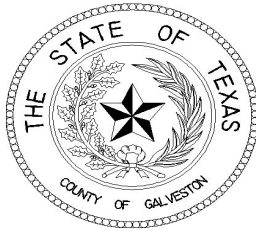
Randall Rice CPA

Randall Rice CPA
County Auditor

cc: Honorable Derreck Rose

Attachment: Quarterly Audit Report, Constable, Precinct 3

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Madeline Walker CPA CFE, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

February 24, 2025

Honorable Derreck Rose
Constable, Precinct 3
203 Vauthier Road
La Marque, Texas 77568

Honorable Derreck Rose:

The Galveston County Auditor's Office has examined the monthly reports of Constable, Precinct 3 for the months of October 2024 through December 2024. The scope of the examination was limited to reviewing the records submitted to this office by Constable, Precinct 3. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with LGC §114.001 General Requirements Applicable to Reports and LGC §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with LGC §113.022 Time for Making Deposits.

This report will be submitted to Commissioners Court on March 17, 2025. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

Randall Rice CPA

Randall Rice CPA
County Auditor



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

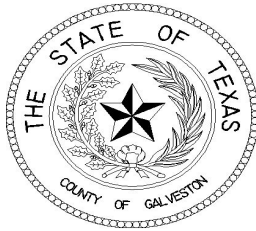
***13.**

Quarterly audit report for Constable, Precinct 4 for period of 10/1/2024 - 12/31/2024

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 5:34 pm

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Madeline Walker CPA CFE, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

March 3, 2025

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court
722 Moody Avenue
Galveston, Texas 77550

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the Quarterly Audit Report for Constable, Precinct 4. The audit covered the period from October 2024 through December 2024.

Sincerely,

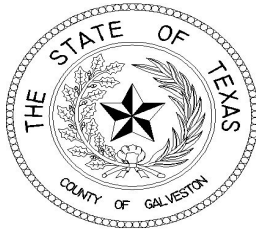
Randall Rice CPA

Randall Rice CPA
County Auditor

cc: Honorable Justin West

Attachment: Quarterly Audit Report, Constable, Precinct 4

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Madeline Walker CPA CFE, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

February 24, 2025

Honorable Justin West
Constable, Precinct 4
174 Calder Road, Suite 127
League City, Texas 77573

Honorable Justin West:

The Galveston County Auditor's Office has examined the monthly reports of Constable, Precinct 4 for the months of October 2024 through December 2024. The scope of the examination was limited to reviewing the records submitted to this office by Constable, Precinct 4. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with LGC §114.001 General Requirements Applicable to Reports and LGC §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with LGC §113.022 Time for Making Deposits.

This report will be submitted to Commissioners Court on March 17, 2025. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

Randall Rice CPA

Randall Rice CPA
County Auditor



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***14.**

Receive and file refund check list from Odyssey submitted by the District Clerk.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/24/25 4:57 pm



Payment Printing Run

12:14 PM

02/21/2025

Page 1 of 2

Payment Printing Run Ad Hoc Payment - Odyssey - 02/21/2025 10:13 AM
Settlement Run SR-0000077
Payment Group Ad Hoc Payment(Check) for Prosperity-District Clerk Odyssey 3561
Ad Hoc Payment - Odyssey - 02/21/2025 10:13 AM.pdf
Status Completed

Process Information

Name of Submitter Annaya Nigrelle
Actual Start Date and Time 02/21/2025 12:13 PM

100%
00:00:12
Integration Completed.

Total Processing Time (hour:min:sec)
Response Message

Payments

Payment	Payment Date	Check Number	Payment Amount	Currency	Payee
Ad Hoc Payment: Suzanne Schwab Radcliffe - 02/18/2025	02/18/2025	2870	213.00	USD	Suzanne Schwab Radcliffe
Ad Hoc Payment: Walter Earl Taylor - 02/18/2025	02/18/2025	2871	75.00	USD	Walter Earl Taylor

Positive Pay Files

Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency	Process History							
				Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Positive Pay File for Prosperity-District Clerk Odyssey 3561 on 02/21/2025, 10:13 AM	2	288.00	USD	Payment Printing Event	Payment Printing Event	Step Completed	02/21/2025 12:13:52 PM	02/22/2025	Annaya Nigrelle	1	
				Payment Printing Event	Integration: INT023 Prosperity Bank Payroll Positive Pay with Voids Outbound	Not Required		02/22/2025		0	
				Integration Process: INT030 Prosperity Bank Financials Positive Pay with Voids Outbound	Integration Process Event (INT030 Prosperity Bank Financials Positive Pay with Voids Outbound (TOP LEVEL))	Automatic Complete	02/21/2025 12:13:52 PM			0	



Payment Printing Run

12:14 PM
02/21/2025
Page 2 of 2

Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency	Process History						
				Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons
				Integration Process: INT030 Prosperity Bank Financials Positive Pay with Voids Outbound	Service: Fire Integration	Step Completed	02/21/2025 12:13:54 PM		Workday Service	1 ISU_INT030: Integration Completed.
				Integration Process: INT030 Prosperity Bank Financials Positive Pay with Voids Outbound	Service: Document Delivery	In Progress			Workday Service	1



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***15.**

Receive and file restitution check list from Odyssey submitted by Personal Bond/Collections

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/21/25 9:25 am



View Settlement Run

01:21 PM
02/14/2025
Page 1 of 3

Settlement Run Information

Settlement Run SR-0000063
Name Odyssey 2.14.25
Number SR-0000063
Status Complete
Date 02/14/2025
Include Payments On Behalf Of No
Exclude Negative Payments No
Express Settlement No

Additional Information

Organization The County of Galveston
Currency USD
Filters Used

Payment Information

Display Currency USD
Outbound Total 6,484.91
Inbound Total 0.00
Ad Hoc Payment Count 17

Payment Groups

Payment Groups

View	Category	Bank Account	Payment Type	Date	Payments	Amount	Currency	Business Process	Status
Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911	Ad Hoc Payment	Prosperity-Court Collections Odyssey 9911	Check	02/14/2025	17	6,484.91	USD	Print Checks: Prosperity-Court Collections Odyssey 9911 for Ad Hoc Payment (Check) on 02/14/2025	Successfully Completed

Ad Hoc Payments

Ad Hoc Payment	Company	Payee	Payment Date	Payment Type	Transaction Reference	Payment Amount	Currency
Ad Hoc Payment: Bruce Howard Nelson - 02/12/2025	The County of Galveston	Bruce Howard Nelson	02/12/2025	Check	312649	200.00	USD
Ad Hoc Payment: John Charles Boridy - 02/12/2025	The County of Galveston	John Charles Boridy	02/12/2025	Check	312654	150.00	USD



View Settlement Run

01:21 PM

02/14/2025

Page 2 of 3

Ad Hoc Payment	Company	Payee	Payment Date	Payment Type	Transaction Reference	Payment Amount	Currency
Ad Hoc Payment: KRISTEN THOMPSON - 02/12/2025	The County of Galveston	KRISTEN THOMPSON	02/12/2025	Check	312655	160.00	USD
Ad Hoc Payment: TEXAS FIRST BANK ATTEN: DEBRA MATTHEWS - 02/12/2025	The County of Galveston	TEXAS FIRST BANK ATTEN: DEBRA MATTHEWS	02/12/2025	Check	312665	50.00	USD
Ad Hoc Payment: FAMILY DOLLAR - 02/12/2025	The County of Galveston	FAMILY DOLLAR	02/12/2025	Check	312652	30.00	USD
Ad Hoc Payment: FAMILY DOLLAR - 02/12/2025	The County of Galveston	FAMILY DOLLAR	02/12/2025	Check	312651	30.00	USD
Ad Hoc Payment: SANDRA & GABRIEL PITA - 02/12/2025	The County of Galveston	SANDRA & GABRIEL PITA	02/12/2025	Check	312658	200.00	USD
Ad Hoc Payment: Nigel Lewis - 02/12/2025	The County of Galveston	Nigel Lewis	02/12/2025	Check	312657	500.00	USD
Ad Hoc Payment: STATE FARM INSURANCE RE:CLAIM#53-29B5 - 02/12/2025	The County of Galveston	STATE FARM INSURANCE RE:CLAIM#53-29B5	02/12/2025	Check	312661	600.00	USD
Ad Hoc Payment: Sprint Attn:Michael Brandburger - 02/12/2025	The County of Galveston	Sprint Attn:Michael Brandburger	02/12/2025	Check	312659	81.32	USD
Ad Hoc Payment: Texas Department of Safety Restitution Accounting - 02/12/2025	The County of Galveston	Texas Department of Safety Restitution Accounting	02/12/2025	Check	312664	180.00	USD
Ad Hoc Payment: Minta Kathleen Busker - 02/12/2025	The County of Galveston	Minta Kathleen Busker	02/12/2025	Check	312656	155.45	USD
Ad Hoc Payment: Texas Department of Safety Restitution Accounting - 02/12/2025	The County of Galveston	Texas Department of Safety Restitution Accounting	02/12/2025	Check	312663	10.00	USD
Ad Hoc Payment: State Wide Services - 02/12/2025	The County of Galveston	State Wide Services	02/12/2025	Check	312662	1,380.00	USD
Ad Hoc Payment: EMR ELEVATOR, INC - 02/12/2025	The County of Galveston	EMR ELEVATOR, INC	02/12/2025	Check	312650	100.00	USD
Ad Hoc Payment: JAMES HENSON - 02/12/2025	The County of Galveston	JAMES HENSON	02/12/2025	Check	312653	494.00	USD
Ad Hoc Payment: Sprint Attn:Michael Brandburger - 02/12/2025	The County of Galveston	Sprint Attn:Michael Brandburger	02/12/2025	Check	312660	2,164.14	USD

Remittance

Remittance

Process	Date	Remittance Events	
Print Checks: Prosperity-Court Collections Odyssey 9911 for Ad Hoc Payment (Check) on 02/14/2025	02/14/2025	0	

Process History



View Settlement Run

01:21 PM
02/14/2025
Page 3 of 3

Settlement Run Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Settlement Run Event	Settlement Run Event	Step Completed	02/14/2025 01:04:20 PM	02/15/2025	Annaya Nigrelle	1	
Settlement Run Event	Approval by Payroll Accountant	Not Required		02/15/2025		0	
Settlement Run Event	Approval by Settlement Specialist	Approved	02/14/2025 01:06:52 PM	02/16/2025	Mien Tran (Settlement Specialist)	1	

Related Business Processes History

Business Process	Status
Print Checks: Prosperity-Court Collections Odyssey 9911 for Ad Hoc Payment (Check) on 02/14/2025	Successfully Completed

Background Processes

Created Date and Time	Started Date and Time	Process Type	Process	Request	Status	Total Processing Time	Submitted by	Errors & Warnings
02/14/2025 01:06 PM	02/14/2025 01:06 PM	Job	Settlement Run Complete	Settlement Run Complete for SR-0000063	Completed	00:00:07	Mien Tran	



Payment Printing Run

12:12 PM

02/21/2025

Page 1 of 3

Payment Printing Run Ad Hoc Payment - Odyssey - 02/21/2025 10:12 AM
Settlement Run SR-0000077
Payment Group Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911
Ad Hoc Payment - Odyssey - 02/21/2025 10:12 AM.pdf
Status Completed

Process Information

Name of Submitter Annaya Nigrelle
Actual Start Date and Time 02/21/2025 12:12 PM

100%
00:00:13
Integration Completed.

Total Processing Time (hour:min:sec)
Response Message

Payments

Payment	Payment Date	Check Number	Payment Amount	Currency	Payee
Ad Hoc Payment: Bernadette Alvarado - 02/19/2025	02/19/2025	312666	100.00	USD	Bernadette Alvarado
Ad Hoc Payment: City Of Galveston - 02/19/2025	02/19/2025	312667	7.69	USD	City Of Galveston
Ad Hoc Payment: DAPHNE MAYES MAYES - 02/19/2025	02/19/2025	312668	50.00	USD	DAPHNE MAYES MAYES
Ad Hoc Payment: DPS - 02/19/2025	02/19/2025	312669	20.00	USD	DPS
Ad Hoc Payment: EASY CASH PAWN & JEWELRY #10287 - 02/19/2025	02/19/2025	312670	203.00	USD	EASY CASH PAWN & JEWELRY #10287
Ad Hoc Payment: Eric Anthony Sacramento - 02/19/2025	02/19/2025	312671	192.00	USD	Eric Anthony Sacramento
Ad Hoc Payment: JAMES HENSON - 02/19/2025	02/19/2025	312672	494.00	USD	JAMES HENSON
Ad Hoc Payment: Jeffrey Scott Wilton - 02/19/2025	02/19/2025	312673	300.00	USD	Jeffrey Scott Wilton
Ad Hoc Payment: Leo Adkins III - 02/19/2025	02/19/2025	312674	50.00	USD	Leo Adkins III
Ad Hoc Payment: Micaela Herrera Chavez - 02/19/2025	02/19/2025	312675	1,827.13	USD	Micaela Herrera Chavez
Ad Hoc Payment: SANDRA & GABRIEL PITA - 02/19/2025	02/19/2025	312676	250.00	USD	SANDRA & GABRIEL PITA
Ad Hoc Payment: SARA MINOR - 02/19/2025	02/19/2025	312677	250.00	USD	SARA MINOR
Ad Hoc Payment: Savannah Turner - 02/19/2025	02/19/2025	312678	198.70	USD	Savannah Turner
Ad Hoc Payment: SEAN LANGANKE - 02/17/2025	02/17/2025	312679	80.00	USD	SEAN LANGANKE
Ad Hoc Payment: Shirley Guidry - 02/19/2025	02/19/2025	312680	65.00	USD	Shirley Guidry
Ad Hoc Payment: Shirley Guidry - 02/19/2025	02/19/2025	312681	65.00	USD	Shirley Guidry



Payment Printing Run

12:12 PM

02/21/2025

Page 2 of 3

Payment	Payment Date	Check Number	Payment Amount	Currency	Payee
Ad Hoc Payment: SONIA HERNANDEZ - 02/19/2025	02/19/2025	312682	300.00	USD	SONIA HERNANDEZ
Ad Hoc Payment: SPRINT - 02/19/2025	02/19/2025	312683	300.00	USD	SPRINT
Ad Hoc Payment: Stacy Martin - 02/19/2025	02/19/2025	312684	250.00	USD	Stacy Martin
Ad Hoc Payment: Texas Department of Safety Restitution Accounting - 02/19/2025	02/19/2025	312685	30.00	USD	Texas Department of Safety Restitution Accounting
Ad Hoc Payment: Texas Department of Safety Restitution Accounting - 02/19/2025	02/19/2025	312686	10.00	USD	Texas Department of Safety Restitution Accounting
Ad Hoc Payment: Texas Department of Safety Restitution Accounting - 02/19/2025	02/19/2025	312687	15.00	USD	Texas Department of Safety Restitution Accounting
Ad Hoc Payment: Texas Municipal League - 02/19/2025	02/19/2025	312688	177.31	USD	Texas Municipal League
Ad Hoc Payment: TREY INDUSTRIES - 02/19/2025	02/19/2025	312689	4,040.00	USD	TREY INDUSTRIES
Ad Hoc Payment: Van Ness Brooke - 02/19/2025	02/19/2025	312690	143.84	USD	Van Ness Brooke
Ad Hoc Payment: Van Ness Brooke - 02/19/2025	02/19/2025	312691	143.84	USD	Van Ness Brooke

Positive Pay Files

Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency	Process History							
				Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Positive Pay File for Prosperity-Court Collections Odyssey 9911 on 02/21/2025, 10:12 AM	26	9,562.51	USD	Payment Printing Event	Payment Printing Event	Step Completed	02/21/2025 12:12:22 PM	02/22/2025	Annaya Nigrelle	1	
				Payment Printing Event	Integration: INT023 Prosperity Bank Payroll Positive Pay with Voids Outbound	Not Required		02/22/2025		0	
				Integration Process: INT030 Prosperity Bank Financials Positive Pay with Voids Outbound	Integration Process Event (INT030 Prosperity Bank Financials Positive Pay with Voids Outbound (TOP LEVEL))	Automatic Complete	02/21/2025 12:12:22 PM			0	



Payment Printing Run

12:12 PM
02/21/2025
Page 3 of 3

Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency	Process History							
				Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
				Integration Process: INT030 Prosperity Bank Financials Positive Pay with Voids Outbound	Service: Fire Integration	Step Completed	02/21/2025 12:12:31 PM		Workday Service	1	ISU_INT030: Integration Completed.
				Integration Process: INT030 Prosperity Bank Financials Positive Pay with Voids Outbound	Service: Document Delivery	In Progress			Workday Service	1	



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***16.**

Receive and file Summary of Bi-weekly Personnel Movements pay period #01, December 19 - January 01, 2025 submitted by Human Resources

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 3:42 pm

Division Name	Employee	Hire Date	Job Profile	Salary
Personal Bond	Allyssa Schattel	12/19/2024	Magistrate Clerk	\$32,592.00
Sheriff's Office	Darrell Isaacks	12/19/2024	Major - Reserves	\$22,421.00
Constable Pct. #2	Donald Cox	12/19/2024	Deputy Constable V	\$73,645.00
Sheriff's Office	Dontae Bailey	12/19/2024	Deputy Sheriff I	\$58,195.00
Commissioner Pct. #3	Henry Dugie	1/1/2025	Commissioner Precinct 3	\$131,586.00
Sheriff's Office	Hunter Tauch	12/19/2024	Deputy Sheriff II	\$63,345.00
Sheriff's Office	Laly Rodriguez	12/19/2024	Deputy Sheriff I	\$58,195.00
Information Technology	Pamela Jenkins	12/19/2024	Administrative Clerk	\$32,592.00

Division Name	Employee	Effective Date	Job Profile	Salary	Reason
10th District Court	Becca Millo	1/1/2025	Judge - 10th District Court	\$18,000.00	Elected
Justice Court Precinct #1	Beverly Neuman	12/19/2024	Sr. Deputy County Clerk	\$39,859.04	Promotion
Constable Pct. #1	Blake Patton	1/1/2025	Constable Precinct 1	\$98,320.00	Elected
Constable Pct. #2	Brian Gately	12/19/2024	Sergeant Constable II	\$89,095.00	Promotion
Sheriff's Office	Christina Schanfish	12/19/2024	Deputy Sheriff III	\$68,495.00	Promotion
Personal Bond	Esperanza Villarreal	12/19/2024	Personal Bond Supervision Officer	\$47,156.10	Promotion
Sheriff's Office	Hassan Mustafa	12/27/2024	Captain Sheriff	\$109,695.00	Promotion
Sheriff	James Fullen	1/1/2025	Sheriff	\$156,000.00	Elected
Sheriff's Office	Justin Oday	12/19/2024	Sergeant Sheriff	\$83,945.00	Promotion
Tax Office	Margarette Reed	12/19/2024	Customer Service Representative I	\$34,222.00	Promotion
Constable Pct. #2	Richard Ferrino	12/19/2024	Deputy Constable V	\$73,645.00	Transfer
Sheriff's Office	Timothy Diffie	12/19/2024	Deputy Sheriff V	\$73,645.00	Promotion

Division Name	Employee	Termination Date	Job Profile	Salary	Termination Reason
District Attorney	Alan Curry	12/31/2024	Attorney III	\$120,906.72	Voluntary
Sheriff's Office	Alanna Howard	12/31/2024	Corrections Officer II	\$58,125.00	Involuntary
Sheriff's Office	Alfy Mayes	12/31/2024	Deputy Sheriff V	\$73,645.00	Retirement
Sheriff's Office	Amanda Hall	12/31/2024	Investigator II	\$89,095.00	Involuntary
Sheriff's Office	Andrew Johnson	12/31/2024	Deputy Sheriff V	\$73,645.00	Retirement
Tax Office	Ashley Lee	1/1/2025	Branch Supervisor	\$50,072.00	Voluntary
Sheriff's Office	Chandra Hargrove	12/31/2024	Administrative Assistant I	\$38,470.00	Involuntary
Sheriff's Office	Danny Alvarez	12/31/2024	Sergeant Sheriff	\$89,095.00	Voluntary
Constable Pct. #1	David Martin	12/31/2024	Deputy Constable V	\$72,748.00	Retirement
Sheriff's Office	David Millican	12/31/2024	Deputy - Part Time	\$1,751.95	Voluntary
Sheriff's Office	Dennis Macik	12/31/2024	Chief Deputy Sheriff	\$130,295.00	Retirement
Sheriff's Office	Dezmone Boxley-Jones	12/31/2024	Corrections Officer I	\$52,788.00	Involuntary
Sheriff's Office	Dion Alfred	12/31/2024	Deputy Sheriff V	\$73,645.00	Retirement
Sheriff's Office	Douglas Hudson	12/31/2024	Chief Deputy Sheriff - Corrections	\$130,295.00	Retirement
Sheriff's Office	Edward Alexander	12/31/2024	Corrections Officer I	\$52,788.00	Involuntary
Sheriff's Office	Francisco Lom	12/31/2024	Corrections Officer III	\$63,462.00	Involuntary
Sheriff's Office	Frank Jania	12/31/2024	Deputy - Part Time	\$1,752.03	Voluntary
Sheriff's Office	Frederick Sweeney	12/31/2024	Lieutenant Sheriff	\$99,395.00	Retirement
Sheriff's Office	Gavin Shook	1/1/2025	Corrections Officer I	\$52,788.00	Voluntary
Sheriff's Office	Geria Brown	12/31/2024	Corrections Officer III	\$63,462.00	Involuntary
Sheriff's Office	Hal Barrow	12/31/2024	Lieutenant Sheriff	\$99,395.00	Retirement
Sheriff's Office	Henry Trochesset	12/31/2024	Sheriff	\$156,000.00	Retirement
Mental Health Public Defender	Ida Wilcox	12/31/2024	Mental Health Caseworker	\$50,561.40	Voluntary
Sheriff's Office	Jack Walker	12/31/2024	Major Sheriff - CID	\$119,995.00	Involuntary
Sheriff's Office	James Ingrasin	12/31/2024	Sergeant Sheriff I	\$83,945.00	Involuntary
Sheriff's Office	Juan Moran	12/31/2024	Sergeant Sheriff I	\$83,945.00	Involuntary
Sheriff's Office	Justin Ostermayer	12/31/2024	Investigator II	\$89,095.00	Involuntary
Sheriff's Office	Kelly Freeman	12/31/2024	Lieutenant Sheriff	\$99,395.00	Retirement
10th District Court	Kerry Neves	12/31/2024	Judge - 10th District Court	\$23,000.00	Voluntary
Sheriff's Office	Larry Hawkins	12/31/2024	Deputy - Part Time	\$1,751.95	Voluntary
Sheriff's Office	Lisa Drewes	12/31/2024	Lieutenant Sheriff - Corrections	\$99,395.00	Retirement
Sheriff's Office	Louis Trochesset	12/31/2024	Sergeant Sheriff II - Marine	\$89,095.00	Retirement
Sheriff's Office	Mark McGaffey	12/31/2024	Deputy - Part Time	\$1,751.95	Voluntary
Sheriff's Office	Marvin Robles	12/31/2024	Deputy Sheriff V	\$73,645.00	Involuntary
Sheriff's Office	Matt Clausen	12/31/2024	Deputy - Part Time	\$1,752.03	Voluntary
Commissioner Pct. #3	Michelle Watson	12/31/2024	Policy and Constituent Advisor	\$83,892.00	Retirement
Constable Pct. #1	Patrick Larkin	12/31/2024	Sergeant Constable II	\$89,095.00	Retirement
Sheriff's Office	Paula Saltzmann	12/31/2024	Deputy - Part Time	\$1,752.03	Voluntary
Constable Pct. #1	Ricki Sharp	12/31/2024	Constable Precinct 1	\$98,230.00	Retirement

Road & Bridge	Robert Pines	12/31/2024	Heavy Equipment Operator III	\$46,870.00	Retirement
Sheriff's Office	Robert Ricard	12/31/2024	Corrections Officer I	\$52,788.00	Involuntary
Sheriff's Office	Skyler Chapman	12/31/2024	Corrections Officer II	\$58,125.00	Involuntary
Commissioner Pct. #3	Stephen Holmes	12/31/2024	Commissioner Precinct 3	\$131,586.00	Retirement
Sheriff's Office	Steve Clark	12/31/2024	Corrections Officer I	\$52,788.00	Voluntary
Sheriff's Office	Susan Hernandez	12/31/2024	Deputy Sheriff V	\$73,645.00	Retirement
Sheriff's Office	Tim Lambert	12/31/2024	Investigator	\$83,945.00	Involuntary
Sheriff's Office	Todd Weller	12/31/2024	Deputy - Part Time	\$1,752.03	Voluntary
Sheriff's Office	Tommy Hansen	12/31/2024	Deputy - Part Time	\$1,752.03	Voluntary
Sheriff's Office	Trevor Powell	12/31/2024	Deputy Sheriff V	\$73,645.00	Involuntary
District Attorney	Whitney Rasberry	12/31/2024	Division Chief - District Attorney's Office	\$120,600.90	Voluntary



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***17.**

Receive and file Summary of Bi-weekly Personnel Movements pay period #02, January 02 - January 15, 2025 submitted by Human Resources

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 4:45 pm

Biweekly Movement Report for New Hires 01/02/2025 - 01/15/2025

Division Name	Employee	Hire Date	Job Profile	Salary	Reason
Sheriff's Office	Adrian Healy	1/2/2025	Lieutenant Sheriff	\$99,395.00	Appointment
Sheriff's Office	Ashton Scott	1/2/2025	Investigator	\$83,945.00	Appointment
Sheriff's Office	Brady Chaviers	1/2/2025	Administrative Assistant I	\$53,089.00	Appointment
Commissioner Pct. #3	Caiden Anderson	1/2/2025	Policy and Constituent Advisor	\$53,089.00	Appointment
Sheriff's Office	Christopher Filidei	1/2/2025	Sergeant Sheriff	\$89,095.00	Appointment
Sheriff's Office	Christopher Ham	1/2/2025	Investigator	\$83,945.00	Appointment
Sheriff's Office	Clayton Pope	1/2/2025	Captain Sheriff	\$109,695.00	Appointment
Constable Pct. #1	Clint Millo	1/2/2025	Deputy Constable III	\$68,495.00	Appointment
Constable Pct. #1	Colin Murphy	1/2/2025	Sergeant Constable I	\$89,095.00	Appointment
Sheriff's Office	Henry Porretto	1/2/2025	Sergeant Sheriff	\$89,095.00	Appointment
Sheriff's Office	Ira Fowler	1/2/2025	Sergeant Sheriff	\$89,095.00	Appointment
General Government	Jana Hartnett	1/13/2025	Family Associate Judge	\$125,000.00	Appointment
Sheriff's Office	Joel Caldwell	1/2/2025	Chief Deputy Sheriff - Corrections	\$130,295.00	Appointment
306th District Court	Kay Henson	1/7/2025	Friend of the Courts	\$23,920.00	Appointment
Mental Health Public Defender	Lauren Miller	1/2/2025	Mental Health Caseworker	\$50,561.00	Appointment
Sheriff's Office	Lauren Sandridge	1/2/2025	Administrative Coordinator - S.O.	\$53,089.00	Appointment
Sheriff's Office	Michael Deklein	1/2/2025	Sergeant Sheriff	\$89,095.00	Appointment
Constable Pct. #2	Randall Johnston	1/2/2025	Deputy Constable V	\$73,645.00	Appointment
Sheriff's Office	Richard Percy	1/2/2025	Deputy Sheriff V	\$73,645.00	Appointment
Information Technology	Ryan Delgado	1/2/2025	Enterprise Business Analyst	\$86,477.00	Appointment
Sheriff's Office	Stefan Fasolino	1/2/2025	Sergeant Sheriff	\$89,095.00	Appointment
Sheriff's Office	Zachary Williams	1/2/2025	Deputy Sheriff I	\$58,195.00	Appointment

Division Name	Employee	Effective Date	Job Profile	Salary	Reason
County Court #2	Alyssa Sosa	1/2/2025	Court Coordinator	\$57,054.00	Transfer
District Clerk	Brenda Hughes	1/2/2025	Senior Deputy County Clerk	\$39,624.00	Transfer
Sheriff's Office	Cecilia Carreon	1/2/2025	Chief Executive Administrator S.O.	\$80,000.00	Transfer
Tax Office	Danielle Parson	1/2/2025	Branch Supervisor	\$48,153.00	Promotion
Sheriff's Office	Ellori Long	1/2/2025	Corrections Officer III	\$63,462.00	Promotion
Juvenile Justice	Elmi Benitez Perez	1/2/2025	Temporary Juvenile Supervision Officer	\$25,781.60	Transfer
306th District Court	Emily Fisher	1/5/2025	Judge - 306th District Court	\$18,000.00	Elected
Sheriff's Office	Heather Gruben	1/14/2025	SR Administrative Coordinator - S.O.	\$65,074.00	Transfer
306th District Court	Holly Watson	1/13/2025	Court Coordinator	\$57,117.00	Transfer
Sheriff's Office	Jennifer Cagnon	1/2/2025	Captain Sheriff	\$109,695.00	Transfer
Constable Pct. #1	Jose Trevino	1/2/2025	Deputy Constable III	\$68,495.00	Promotion
Sheriff's Office	Krista Bell	1/2/2025	Deputy Sheriff II	\$63,345.00	Promotion
Tax Office	Liberty DiQuattro	1/2/2025	Customer Service Specialist	\$39,769.60	Promotion
Information Technology	Margo Ihde	1/2/2025	IT Public Safety Manager	\$113,297.60	Transfer
Constable Pct. #1	Mark Hinson	1/2/2025	Sergeant Constable	\$89,095.00	Transfer
306th District Court	Melissa Magandy	1/6/2025	Court Reporter - 306th Dist	\$108,439.29	Transfer
Tax Office	Mihaela Nicoara	1/2/2025	Customer Service Representative II	\$35,942.40	Promotion
District Attorney	Patricia Pierre	1/2/2025	Administrative Assistant II	\$51,800.00	Transfer
District Attorney	Ricque Davis	1/2/2025	Division Chief-DA Office	\$120,600.00	Promotion
Tax Office	Roniyah Nash	1/2/2025	Customer Service Representative I	\$34,222.00	Promotion
Sheriff's Office	Ronnie Toatley	1/2/2025	Corrections Officer V	\$68,799.00	Promotion

Biweekly Movement Report for Terminations 01/02/2025 - 01/15/2025

Division Name	Employee	Termination Date	Job Profile	Salary	Termination Reason
306th District Court	Anne Darring	1/4/2025	Judge - 306th District Court	\$18,000.00	Voluntary
Sheriff's Office	Barney Jones	1/2/2025	Deputy - Part Time	\$1,751.95	Involuntary
Sheriff's Office	Barry Holt	1/2/2025	Deputy Sheriff II	\$63,345.00	Voluntary
Tax Office	Brandi Norris	1/6/2025	Voter Registration Temporary	\$15,600.00	Voluntary
Facilities	Delia Alejo	1/3/2025	Custodian	\$31,041.00	Involuntary
306th District Court	Jaclyn Cobb-Chavez	1/10/2025	Court Coordinator	\$68,882.10	Voluntary
Parks	Jason Winters	1/14/2025	Rental Permit Ambassador I	\$12,397.08	Voluntary
306th District Court	Kimberly Keeler	1/3/2025	Court Reporter - 306th Dist	\$108,439.29	Voluntary
County Clerk	Stan Heerboth	1/15/2025	Elections Worker	\$12,480.00	Voluntary
306th District Court	Stephanie Stathakos	1/3/2025	Friend of the Courts	\$19,602.00	Voluntary



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***18.**

Receive and file Summary of Bi-weekly Personnel Movements pay period #03, January 16 - January 29, 2025 submitted by Human Resources

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 5:38 pm

Biweekly Movement Report for New Hires PP #03 - 01/16/2025 - 01/29/2025

Division Name	Employee	Hire Date	Job Profile	Salary	Reason
Sheriff's Office	Daniel Cagnon	1/16/2025	Deputy Sheriff II	\$63,345.00	Appointment
Sheriff's Office	Israel Garza	1/16/2025	Deputy - Part Time	\$1,752.03	Appointment
County Auditor	Lisa McCabe	1/16/2025	Accounts Payable Clerk	\$45,760.00	Appointment
Constable Pct. #1	Lisa Wilson	1/16/2025	Chief Constable Clerk	\$45,861.00	Appointment
Facilities	Maria Alvarez	1/16/2025	Custodian	\$31,041.00	Appointment
Sheriff's Office	Mariela Betancourt	1/16/2025	Deputy Sheriff II	\$63,345.00	Appointment
Sheriff's Office	Marissa Sanchez	1/16/2025	Deputy Sheriff III	\$68,495.00	Appointment
Justice Court Pct. #1	Megan Castillo	1/16/2025	Deputy County Clerk I	\$32,592.00	Appointment
Sheriff's Office	Nayelly Longoria	1/16/2025	Deputy Sheriff II	\$63,345.00	Appointment
District Attorney	Oscar Stoker	1/27/2025	Investigator I - District Attorney	\$83,945.00	Appointment
Sheriff's Office	Patrick Brosch	1/16/2025	Sergeant Sheriff	\$89,095.00	Appointment
Sheriff's Office	Robert Minor	1/16/2025	Deputy Sheriff V	\$73,645.00	Appointment
Sheriff's Office	Sierra Odom	1/16/2025	Deputy Sheriff II	\$63,345.00	Appointment

Biweekly Movement Report for Personnel Changes PP #03 - 01/16/2025 - 01/29/2025

Division Name	Employee	Effective Date	Job Profile	Salary	Reason
Sheriff's Office	Alvaro Robles	1/16/2025	Corrections Officer III	\$63,462.00	Transfer
Personal Bond	Ashley Munoz	1/16/2025	Administrative Assistant II	\$45,861.00	Promotion
Sheriff's Office	Avery Aanderud	1/16/2025	Deputy Sheriff V	\$73,645.00	Transfer
Sheriff's Office	Broderick White	1/16/2025	Deputy Sheriff IV	\$71,070.00	Transfer
Sheriff's Office	Bruce Wright	1/16/2025	Corporal	\$83,945.00	Transfer
District Attorney	Christopher Oxman	1/16/2025	Attorney II	\$86,807.00	Promotion
Sheriff's Office	Colton Ford	1/16/2025	Deputy Sheriff II	\$63,345.00	Transfer
Bacliff Annex	Connor Musick	1/16/2025	Deputy County Clerk II	\$34,892.00	Promotion
Sheriff's Office	David Brown	1/16/2025	Corrections Officer III	\$63,462.00	Promotion
Sheriff's Office	Dontae Bailey	1/16/2025	Deputy Sheriff II	\$63,345.00	Promotion
Collections Office	Estefania Gomez	1/16/2025	Collections Clerk	\$38,841.00	Transfer
Sheriff's Office	Eusebio Alvarez	1/16/2025	Deputy Sheriff IV	\$71,070.00	Promotion
Road & Bridge	J. Scott Rivera	1/16/2025	Heavy Equipment Operator III	\$46,241.00	Promotion
Professional Services	Joselinne Piedras-Sarabia	1/16/2025	Senior Budget Analyst	\$64,530.00	Promotion
Sheriff's Office	Joshua Love	1/16/2025	Deputy Sheriff IV	\$71,070.00	Promotion
Road & Bridge	Pedro Solis	1/16/2025	Heavy Equipment Operator III	\$39,616.00	Promotion
Sheriff's Office	Sumiko Ashton	1/16/2025	Deputy Sheriff V	\$73,645.00	Promotion

Biweekly Movement Report for Terminations PP #03 - 01/16/2025 - 01/29/2025

Division Name	Employee	Termination Date	Job Profile	Salary	Termination Reason
Sheriff's Office	Brandon Embry	1/27/2025	Deputy Sheriff I	\$58,195.00	Voluntary
Tax Office	Catherine Frost	1/29/2025	Voter Registration Temporary	\$15,600.00	Voluntary
Juvenile Justice	Cindy Ortiz	1/23/2025	Juvenile Probation Officer	\$56,241.00	Voluntary
Parks	Donovin Carraway	1/24/2025	Parks Maintenance Worker	\$31,040.00	Voluntary
Mental Health Public Defender	Emma Cain	1/23/2025	Mental Health Caseworker	\$50,561.00	Voluntary
Sheriff's Office	James Mccomb	1/16/2025	Corrections Officer I	\$52,788.00	Involuntary
District Attorney	Kori Smith	1/24/2025	Attorney I	\$79,974.96	Voluntary
Facilities	Laurentina Lopez	1/23/2025	Custodian	\$31,040.00	Involuntary



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

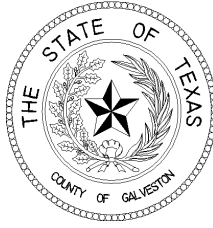
722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***19.**

Consideration of approving the 2026 Galveston County Holiday Schedule submitted by the County Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/26/25 1:11 pm



2026 COUNTY HOLIDAY SCHEDULE

<u>Holiday</u>	<u>Date</u>	<u>Day of the Week</u>
New Year's Day	Jan. 1	Thursday
Martin Luther King Day	Jan. 19	Monday
Good Friday	April 3	Friday
Memorial Day	May 25	Monday
Juneteenth	June 19	Friday
Independence Day	July 3	Friday (observed)
Labor Day	Sept. 7	Monday
Veterans Day	Nov. 11	Wednesday
Thanksgiving	Nov. 26	Thursday
Day after Thanksgiving	Nov. 27	Friday
Christmas Eve	Dec. 24	Thursday
Christmas Day	Dec. 25	Friday

(The 2026 Holiday Schedule has 12 proposed holidays but is not typical)



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***20.**

Consideration of approval of LULAC 151 request for Cinco de Mayo fiesta event on Saturday, May 3, 2025 on the grounds of 722 Moody Avenue, Galveston submitted by the County Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 9:46 am



League of United Latin American Citizens

LULAC Council 151

P.O. Box 3344, Galveston, Texas 77552

Robert Quintero
President
Vicky Gomez
Co-Chair
Roberto Torres
Co-Chair

January 8, 2025

Mark Henry
County Judge
Galveston County Courthouse
722 21st Street
Galveston, Texas 77550

Dear Judge Henry:

Galveston LULAC Council 151 is in the early stages of planning the 2025 Cinco de Mayo Fiesta and the 5th Annual Día de Los Muertos Fall Fiesta. We are requesting the use of the Galveston County Courthouse grounds for our events on Saturday, May 3, 2025, and Saturday, October 25, 2025. We plan to have live music, Folkloric Dancers, beverages, food booths, merchandise booths, and children's activities.

I will be happy to answer any questions you may have. Please feel free to contact me at 409-256-9602.

Your continued support is appreciated, and we look forward to hearing from you soon.

Sincerely,

Robert M. Quintero

Robert M. Quintero
Event Chairman
LULAC Council 151

"All for one and one for all"



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***21.**

Consideration of terminating Athletic Field User Group agreement with Peninsula Sports Park, LLC submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 10:51 am



Mark Henry

**County Judge
County of Galveston**

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Zach Davidson
Director, Government Affairs

Spencer Lewis
Director, Communications

March 3, 2025

Peninsula Sports Park, LLC.
Attn: Lynn Micak
PO BOX 2145
Crystal Beach, TX 77650-2145

Via Regular Mail and Email:
peninsulasportspark1@gmail.com

Re: Athletic Field User Group Agreement with Peninsula Sports Park, LLC

Peninsula Sports Park, LLC-

According to Article XIV Section 14.1, Termination Galveston County is terminating the Athletic Field User Group Agreement between Galveston County and Peninsula Sports Park, LLC.; effective April 1, 2025, for convenience.

Sincerely,

Mark Henry
County Judge

Enclosures: Athletic Field User Group Agreement with Peninsula Sports Park, LLC

Cc: Julie Walker, Director Galveston County Parks & Senior Services

ATHLETIC FIELD USER GROUP AGREEMENT
GALVESTON COUNTY PARKS

This Agreement is made and entered into effective as of the Commencement Date, by and between the **County of Galveston**, a political subdivision of the State of Texas and Peninsula Sports Park, LLC, a Texas nonprofit corporation, for the improvement, management and operation of the Galveston County property located at 1210 19th Street, Port Bolivar, Texas 77650, for use as an Athletic Field.

Definitions:

1. **County** means the County of Galveston, Texas.
2. **User Group** means Peninsula Sports Park, LLC.
3. **Complex** means the Galveston County property located at 1210 19th Street, Port Bolivar, Texas 77650. The specifics of the Complex are listed in Exhibit A.
4. **Commencement Date** means the latter of the date of execution of this agreement by the County.
5. **Authorized Representative** means the Director of the County Parks Department or his/her written designee. Unless otherwise stated, County's Authorized Representative is authorized to act on the County's behalf on all aspects of this Agreement.

RECITALS

Whereas, the County is the Owner of the Complex; and

Whereas, the County desires to grant to the User Group the right, for the term hereafter stated, to improve, manage and operate the Complex subject to the terms, conditions and covenants set forth in this Agreement.

Now, Therefore, Know All Men By These Presents:

That for and in consideration of the public improvements to be made by the User Group and for the further consideration of the mutual covenants, terms, provisions, and conditions contained herein, the parties hereby agree as follows:

ARTICLE I
Scope and Use

- 1.1 Within the first twelve months of the term of this Agreement, unless otherwise noted below, the User Group shall complete the following improvements surrounding and at the Complex:
 - a) Baseball field.
 - b) Bleachers (to be completed within twenty-four (24) months).
 - c) Fencing.

- 1.2 That the County, subject, however, to any conditions, restrictions, covenants, rights-of-way, or easements affecting the Complex, as well as the mutual covenants, terms, provisions and conditions contained herein, for the term hereinafter set forth will permit the User Group to:
- a) Schedule baseball/softball practices, league games, tournaments, and other related events at the Complex.
 - b) Operate and manage the concession stand at the Complex, if applicable;
 - c) Offer for sale sports merchandise, souvenirs, food, and non-alcoholic beverages, and such other items of merchandise as are customarily offered for sale under similar circumstances at refreshment stand concessions within Galveston County; and
 - d) Schedule the scorer's booth (if applicable) for meetings or other related uses at the Complex
 - e) If the User Group would like to use a County owned facility for some other use i.e. registration, board meeting, pictures, the User Group would be subject to the current permit fees for that facility.
- 1.3 No use of the Complex that is not specifically described in this Agreement shall be permitted unless consent to such use is first obtained in writing from the County's Authorized Representative.
- 1.4 No portion of the Complex is being leased to the User Group. The User Group is a licensee and not a lessee of the Complex. The right of the User Group to occupy the Complex shall continue only so long as all of the terms of this Agreement are strictly and promptly complied with by the User Group.
- 1.5 The County reserves the right to enter any portion of the Complex for any reason at any time, without prior notification to the User Group. The County also retains the right to schedule the scorer's booth room (if applicable) and any other portion at the Complex for use by itself or others at such times and for such other meetings it deems necessary, on the condition that such other meetings shall not unreasonably interfere with the User Group's use of the meeting room as identified in paragraph 1.2(a) of this Agreement.
- 1.6 The County also retains the right to enter the Complex and to make any and all repairs and other improvements it deems necessary during the term of this Agreement.
- 1.7 The County must have a key to all County facilities. The User Group may not change the locks at the Complex without prior written approval from the County's Authorized Representative. If a change of locks is approved, the User group must supply the County 4 keys within 24 hours of changing the locks. A key may be given to the following County employees: Director; Parks Operations Manager; Trades Supervisor; and District Supervisor.

1.8 The goals of this Agreement are:

- a) to provide quality services for the residents of Galveston County through open recreation; practices; leagues and tournament scheduling; promotions; advertising; and concession operations; and
- b) to provide improvements to the Complex to enhance recreational opportunities to Galveston County residents.

This Agreement shall be interpreted so as to further these goals and purposes.

ARTICLE II

Term

2.1 The Agreement shall be for a primary term of twenty (20) years beginning on the Commencement Date and terminating at midnight on the expiration twenty (20) years from the Commencement Date.

2.2 The User Group and County may extend this Agreement for two (2) further periods of five (5) years each by the User Group giving the County written notice of the User Group's desire to do so at any time within one-hundred eighty (180) days prior to the expiration of the primary term or first option period, whichever is applicable, but not less than ninety (90) days prior to expiration. Each renewal shall be on such terms and conditions as may be agreed by the County and the User Group at the time of each renewal. But, under no circumstances shall the term of this Agreement, including all extensions thereof exceed a maximum period of thirty (30) years.

ARTICLE III

Permits and Approval Right of Reversion

3.1 This Agreement:

- a) is made and accepted subject to the terms, reservations, conditions, restrictions, reversionary rights and easements recited or otherwise set forth in deeds conveying title to the Complex to the County;
- b) is made and accepted subject to all easements, rights of way, roadways, encroachments, and prescriptive rights, whether of record or not; all previously recorded restrictions, reservations, covenants, and conditions, if any; any and all oil and gas and other mineral leases, mineral severances and other instruments that affect the property; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any, but only to the extent they are still in effect relating to the hereinabove described property.
- c) is subject to all necessary Federal, State and/or local permits required for purposes of construction including but not limited to permits of the U.S. Army Corps of Engineers, the Texas Parks and Wildlife Department and the County of Galveston.

ARTICLE IV

Ownership of Improvements

4.1 All improvements in place upon and within the Complex, with the exception of those personal property items supplied by the User Group, belong to and shall remain the property of the County during the full term of this Agreement, any renewal thereof and, following the expiration of such term or terms, forever after. The User Group will not commit waste upon, remove, or voluntarily or negligently destroy any improvements except to construct other improvements that will, at all times, meet the requirements specified herein including, but not limited to written approval of such improvements by the County.

4.2 If during the term of this Agreement any portion of the real or personal property shall become worn and require replacement, the User Group shall make such replacements at its expense, and the replacement property shall thereafter become part of the Complex and the County's property, though the User Group shall continue to have use of such property for the duration of the Agreement.

ARTICLE V

Modifications

5.1 The User Group may, from time to time, upon prior written approval being obtained from the County's Authorized Representative, make such permanent changes, alterations and additions to the Complex (such changes, alterations, and additions hereinafter to be called "Modifications") as the User Group deems desirable for the purpose of maintaining the Complex as an efficient high-class facility, provided:

- a) such Modifications do not diminish the value or utility of the Complex or change the use thereof,
- b) Modifications shall be designed, engineered, developed and once completed, maintained and operated at no expense to the County,
- c) Modifications shall meet the requirements specified herein; and
- d) Modifications must complement the intended use of the Complex as a facility for normal, practical uses.

5.2 All Modifications made by the User Group shall remain the property of the User Group during the term of the Agreement and any renewal terms. Such Modifications may not be removed from the Complex prior to the end of the term without prior written consent from the County and become the property of the County upon expiration of the Agreement, including any renewal terms.

5.3 The User Group covenants and agrees that in the event the User Group wishes to make Modifications to the Complex, the User Group will, at the User Group's sole cost, risk and expense and prior to commencement of construction, prepare and submit to the County's Authorized Representative preliminary plans and specifications for review and approval by the County Engineer and the County Architect, for the construction of such Modifications. All of such plans and specifications, including architecture of buildings shall conform to standards of appearance and quality set by the County for improvement of Park properties. Any revisions or

changes to the User Group plans and specifications submitted by the County to the User Group shall be incorporated by the User Group into the final plans and specifications for the construction of the Modifications. The County may reject proposed Modifications for any reason or no reason; however the County agrees that any revisions or changes to the User Group's plans and specifications shall not be unreasonably burdensome. Approval of the plans and specifications by the County and the User Group shall be evidenced by both parties signing a set of the plans and specifications.

5.4 Upon approval of the plans and specifications, and prior to the commencement of construction of the Modifications, the User Group will obtain necessary building permits, if required, from the appropriate authority or authorities for the construction of the Modifications. In addition, the User Group shall require their Contractor to furnish the County with payment and performance bonds in accordance with Chapter 2253 of the Texas Government Code in an amount sufficient to pay the estimated construction costs of such Modifications and which identify the County as the owner. Such bonds shall be conditioned that the User Group shall complete the Modifications in accordance with the approved plans and specifications and that the User Group and the User Group's Contractors and Subcontractors shall pay for all labor, materials, tools, supplies and equipment furnished in connection with the construction. The payment and performance bonds shall be approved by the County which approval shall not be unreasonably withheld.

5.5 The User Group further agrees that upon approval of the plans and specifications, and obtaining of all necessary permits and payment and performance bonds, the User Group will thereafter proceed with reasonable diligence and without unreasonable interruption, to build and construct such Modifications on the Complex in a good and workmanlike manner, substantially in accordance with the plans and specifications and in compliance with the regulations and requirements of all regulatory authorities having jurisdiction. The User Group further agrees to allow inspection of the progress to be made by the County's representative and that in a case of disagreement with respect to the compliance with approved plans; such disputes will be submitted to the County Engineer, whose decision shall be binding on all points contested. The User Group further agrees to tender to County a copy of the "as-built" plans and specifications upon completion of the construction of the Modifications. In addition, the User Group agrees that all additional utility connections and expense to the Complex necessitated by the Modifications shall be at the User Groups expense i.e. irrigation reconnection, additional lighting, additional equipment.

ARTICLE VI

Utilities

6.1 Throughout the term of this Agreement, the Complex shall be maintained and operated entirely at the User's Group's expense, including as follows:

- a) User Group shall be responsible for all electricity costs at the Complex. All electrical meters shall be transferred into User Group's name within thirty (30) days of the effective date of this Agreement.
- b) User Group shall be responsible for all water costs at the Complex. All water meters shall be transferred into User Group's name within thirty (30) days of the effective date of this Agreement.

- c) User Group shall be responsible for trash service at the Complex. User Group shall maintain trash receptacles and empty them regularly for the duration of this Agreement.

ARTICLE VII

Taxes

7.1 The User Group may be subject to ad valorem taxes upon all improvements purchased or constructed by the User Group, as well as all Modifications and personal property owned by the User Group and used at or in connection with the Complex.

7.2 The User Group's interest in this Agreement may also be the basis for an ad valorem tax. The User Group covenant to pay such ad valorem taxes as may be lawfully assessed against such personal property as such taxes become due.

7.3 The User Group also covenants to pay Texas State Sales Taxes and Federal Income Taxes as such taxes become due.

7.4 The User Group agrees to provide to County receipts or other certified documentation that all taxes have been paid within thirty (30) days of the due date of such taxes.

ARTICLE VIII

Bookkeeping

8.1 The User Group shall keep full, complete, and proper books, records, and accounts of all gross receipts, both for cash and on credit, of each separate activity. Said books, records, and accounts, including any sales tax reports that may be required by any government or governmental agency, shall at all reasonable times be open to inspection by the County Auditor, the County or their authorized representatives or agents.

ARTICLE IX

Repairs and Maintenance

9.1 User Group is responsible for all repairs and maintenance of the Complex for the duration of this Agreement, including but not limited to mowing, cleaning, painting, electrical, plumbing, foundations, roofs, walls, fences, and field grooming and maintenance.

9.2 The User Group covenants and agrees, at the user groups sole cost and expense, to keep the Complex in good, safe, and clean condition and to make, at the User Group's cost and expense, all repairs and replacements that may be necessary and required to keep same in good, safe, and sound condition.

9.3 Specifically, the User Group agrees to provide the following, at the User Group's cost and expense, year round:

- Striping, lining, continued maintenance and detailing of fields as required;
- Scoreboard maintenance and replacement as required;
- Grass mowing, trimming and edging throughout the Complex, once per week in spring and summer, and once per two weeks in fall and winter;
- Supply and applying fertilizer once per year;

- Audio system maintenance and replacement as needed for any field public address systems;
- Maintain safety netting between the fields and the bleachers;
- Maintain dirt covering over the exposed concrete behind each backstop;
- The initial preparation of the infield areas to make them ready for use during the first season of play;
- Provide restroom facilities;
- Maintain batting cages;
- Pick up all trash and empty containers after any use of the Complex;
- Provide trash dumpsters and empty regularly, preventing overflow;
- Maintaining the integrity of the concession building and associates systems supporting the use of the building, including HVAC;
- Repairing and/or replacing field lighting once twenty (20%) of the field lights are not functioning;
- Maintain, repair and as necessary replace bleachers;
- Maintain, repair and as necessary replace fences; and
- Clean, repair and as necessary replace any other portion of the Complex.

This list of the User Group's responsibilities shall not be construed to be all inclusive and limiting.

9.4 The County, acting through its agents or representatives, shall have the right to enter the Complex or any part thereof, from time to time, regardless of whether the User Group is open for business or present, for inspection of same and for repairs, maintenance and correction of any defaults of the User Group during the term of this agreement.

9.5 The County, acting through its agents or representatives, shall have the right to impose reasonable regulations to ensure proper maintenance, care and upkeep of the Complex which need attention due to the User Group's operations within the Complex.

9.6 No User Group may use any herbicides/pesticides at the Complex without prior approval from the County's Authorized Representative.

9.7 The degree of maintenance required of the User Group shall be in keeping with other public parks operated by the County. If the User Group neglects or refuses to do so, the County may, but is not required to, perform such maintenance repairs for the account of the User Group and the User Group shall promptly reimburse the County for the costs thereof, provided that the County shall first give the User Group thirty (30) days prior written notice of its intention to perform such maintenance or repairs at their own expense, unless time is of the essence in completing the repairs or maintenance due to health or safety concerns, wherein a reasonable amount of notice under the circumstances will be provided. Failure on the part of the User Group to repair or maintain the Complex or to promptly reimburse the County as herein provided shall be grounds for termination of this Agreement.

ARTICLE X Operation

10.1 The User Group agrees that all areas of the Complex shall be permanently identified as being publicly owned and operated as a public outdoor recreational facility in all signs, literature and advertising and that the User Group will be identified solely as a User Group operating in a public park so as to not mislead the public into believing that the area is private.

a) No user group may charge any member of the public a membership fee to participate in activities in a County Park.

b) The User Group may not charge a parking fee to any County owned parking lot.

10.2 The User Group also agrees that signs shall be posted identifying the facility as being open and, available to the public. Such signs shall also contain such other information as is required by the County.

10.3 The User Group further agrees to make the various facilities and structures on the Complex open and available to the public for public use at all times on a nondiscriminatory basis.

10.4 County's Authorized Representative has the right to close any Park to the public for any reason or no reason at any time. If the Authorized Representative decides to close the Park, the User Group will likewise close the Complex for such period of time as the Park is closed to the public.

10.5 The County's Authorized Representative has the right to schedule events at any time to the public on any County property. The County will give User Group at least sixty (60) days written notice if any such events are scheduled.

10.6 The User Group shall comply with applicable federal, state and local laws governing the operation of the Complex. Violation of any federal, state, county, or city laws, ordinances, and/or regulations now existing or hereafter made may be considered as cause for termination of this Agreement.

10.7 The User Group must provide the following:

a) An accurate list of board members and their contact information (email and phone number.)

b) A schedule of all practice, maintenance, games, tournaments, and events days and times for the entire year.

10.8 The User Group warrants that no liens of any type or kind will be voluntarily or involuntarily placed on the property and that any liens so permitted or suffered will be cleared within ten (10) working days.

10.9 The User Group shall obtain and pay for all permits or licenses that may be required for operation of all portions of the Complex. In addition, the User Group shall meet all requirements of the County, City, and State Health Departments with regard to the handling and dispensing of food and non-alcoholic beverages.

10.10 The User Group shall not erect any signs on the complex or in the vicinity thereof without obtaining the advance written approval of the County. Outfield fence advertising signage may not include advertising for alcoholic beverages, snuff or tobacco products, political office holders or candidates or any other enterprise that is inconsistent with the operation of a County complex.

10.11 The User Group may enter into advertising relative to the Complex that is consistent with

the operation of a County complex.

10.12 Complex operating hours are determined by park hours that are already established. If the User Group has different hours they desire to be open, those additional hours of operating must be set forth in a written proposal submitted by User Group to the County's Authorized Representative and must take into account any applicable city ordinances. Any change of hours will be permitted at the sole discretion of the County's Authorized Representative.

10.13 The User Group will schedule the Complex for practice by specified organizations, league play by specified organizations, tournaments by specified organizations, and meetings in the Concession Building meeting room where applicable.

10.14 The User Group will manage and operate the concession stand at the Complex, providing food and non-alcoholic beverage sales and merchandising of other appropriate products.

10.15 Examples of the variety of food and beverages sold at the concession, if applicable, may include but are not limited to such items as hot dogs, nachos, popcorn, ice cream, chips, french fries, peanuts, soft drinks (cola, caffeine free, diet, non-cola, non-carbonated, etc.), bottled water, and coffee. No alcoholic beverages will be permitted to be sold.

10.16 Examples of the type of merchandise that may be sold or rented, if applicable, include the following types of items: pennants, baseball caps, T-shirts, souvenir balls and bats, discs for disc golf, commemorative programs, and other suitable sports equipment or memorabilia.

10.17 County, acting through its Authorized Representative, may prohibit the User Group from the sale of any food, beverage or item of merchandise that is inconsistent with a County complex.

10.18 The User Group shall promptly pay all debts and expenses incurred by it in the operation of the Complex.

10.19 The User Group shall keep the Complex and surrounding areas in a clean and sanitary condition at all times. Concessionaires shall store all trash in the containers provided for that purpose.

10.20 The User Group shall not keep any explosive devices or hazardous waste or materials at the Complex, conduct any occupation inconsistent with the goals of the Agreement thereon, or operate any machinery thereon that may cause injury or damage to the Complex.

10.21 Vendors shall not be permitted or engaged by the User Group within the Complex without prior written approval being obtained by the User Group from the County's Authorized Representative.

10.22 No vending machines shall be permitted within the Complex without prior written approval being obtained by the User Group from the County's Authorized Representative.

10.23 Prices for all food products, merchandise, services and items including routine tournament fees shall be clearly posted. A list of items with prices must be provided to the County's Authorized Representative.

10.24 The User Group may set additional special tournament fees for specific events. A list of

fees must be provided to the County's Authorized Representative.

10.25 The User Group agrees that outside lighting and other operations in the Complex will not be operated at such hours or with such brightness or noise intensity as to constitute a nuisance to the occupants of private property in the area or violate City ordinances.

ARTICLE XI

Insurance

11.1 The User Group covenants and agrees that the User Group will, throughout the term of this Agreement, at the User Group's cost and expense, maintain in force and effect a policy or policies of insurance with deductibles of no more than five thousand (\$5,000.00) dollars in which the County of Galveston and the User Group are named as insureds.

11.2 This insurance shall be of the kind commonly known as public liability and property damage insurance, insuring the insured against liability under any claim by any third parties for personal injuries or property damage arising out of or related to the User Group's operations of the Complex. Such policy of insurance shall be on the Texas Standard Form and shall be carried in a good and responsible company or companies authorized to do business in the State of Texas.

11.3 Third party liability insurance is required and is set forth below:

Minimum Limits of Coverage

Each Occurrence	\$1,000,000.00
Bodily Injury	\$1,000,000.00
Property Damage	\$1,000,000.00
Personal Injury	\$1,000,000.00
Medical Expenses	\$5,000.00
General Aggregate	\$2,000,000.00

Certificate Holder:

The Certificate Holder is: The County of Galveston, 722 Moody (21st Street), Galveston, TX 77550

11.4 The User Group shall furnish the County with a certificate evidencing the issuance of such insurance and the payment in advance of the premiums thereon no later than the date of execution of this Agreement by the County. At least thirty (30) days prior to the expiration of any such policy or policies or insurance, the User Group shall renew the same and furnish the County with evidence of such renewal and the payment of the premium thereon. The insurance certificate must be signed (a stamped signature will suffice.)

11.5 The User Group covenants and agrees, that the User Group will, throughout the term of this Agreement, at the User Group's sole cost and expense, keep the User Group's personal property items, and all replacement thereof, and all other contents of the Complex premises insured against loss, damage, and destruction by theft, vandalism, malicious mischief, windstorm, fire and such other hazards as are covered by and protected against under policies of insurance commonly referred to and known as "windstorm and hail", and "fire and extended coverage insurance" in an amount not less than one hundred percent (100%) of the full replacement value of said personal property items and all other contents. In the event there is damage or destruction to the personal property items and/or other contents, the User Group shall have fifteen (15) days after

such damage or destruction occurs to repair or replace same.

11.6 Prior to commencement of this agreement, an inventory will be taken and placed with this agreement, listing all personal property of the User Group and all property of the County. At the end of the term of this agreement, the inventory list will be verified for record purposes.

11.7 The User Group agrees to waive any right of recovery against the County for loss or damage to persons or property. The User Group further agrees that no insurance company or companies with which the User Group may maintain any insurance in force and effect with respect to the Complex premises and modifications, the contents thereof and any materials to be incorporated in the Complex premises, shall be subrogated to any claim of the User Group against the County.

11.8 The County is under no obligation to furnish insurance coverage of any kind covering the Complex. In addition, in the event of partial or complete destruction of the Complex, County shall have no duty or obligation to make any repairs or to otherwise restore the Complex or any part thereof to the condition it was in prior to such partial or complete destruction.

ARTICLE XII

Assignment of Agreement

12.1 This Agreement shall not be assigned or sold in whole or in part unless and until the County, acting solely through its Commissioners' Court, authorizes such assignment or sale, pursuant to duly authorized written Resolution. Such approval of assignment, if made, will be provided to the User Group in writing delivered by the County's Authorized Representative.

ARTICLE XIII

Default by User Group

13.1 If, during the term of this Agreement, the User Group defaults in the prompt and punctual payment of any amount payable by the User Group to the County, or shall make default in any other payment provided for herein, or if the User Group shall abandon the premises, or defaults in any other covenant of the User Group contained in this Agreement, including but not limited to failure to perform necessary maintenance and repairs or obtain all required insurance, or to maintain the Complex as a public recreational facility and such default continues for fifteen (15) days after receipt of written notice thereof by the County's Authorized Representative to the User Group, the County, acting through County Commissioners' Court, shall have the right to terminate the Agreement.

13.2 In the event the County terminates this Agreement, the County shall have the right to immediately re-enter the Complex, and to remove all persons or any or all personal property belonging to User Group from the Complex. In so doing, County does not waive any claim for payment of fees by User Group which may accrue through the date of such termination, or for the performance of any other obligations of the User Group which may accrue prior to such date.

ARTICLE XIV

Termination

14.1 The County or the User Group may terminate this Agreement at any time, with or without

cause, or for any reason, no reason, or for convenience, by giving written notice, sent by certified mail, to the other party no less than ninety (90) days prior to the desired termination date.

14.2 Upon termination of this Agreement, whether by expiration of its initial term or (any renewal thereof) by voluntary cancellation by the User Group or County, or by cancellation by the County by reason of default by the User Group, the title to all Modifications constructed by the User Group shall vest in the County.

14.3 Upon such termination, the User Group shall remove their personal property as well as their non-permanent trade fixtures and all such other Modifications as the County shall direct, and shall restore the Complex to the same condition as it was at the commencement thereof, ordinary wear and tear and damage by unavoidable causes excluded.

ARTICLE XV

Quality of Service

15.1 All items sold by the User Group shall be of first class quality and the service provided by the User Group shall be rendered courteously and efficiently. The County's Authorized Representative reserves the right to prohibit the sale of any item(s) that it deems objectionable and shall have the right to order the improvement of the quality of either the merchandise or the services rendered. Failure of the User Group to abide by the terms of this Article shall be grounds for termination of this Agreement.

ARTICLE XVI

Indemnification

16.1 THE USER GROUP SHALL PROTECT, INDEMNIFY, AND HOLD HARMLESS THE COUNTY OF GALVESTON, TEXAS, ITS COMMISSIONERS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER FOR INJURY TO, OR DEATH OF PERSONS, OR LOSS OR DAMAGE TO PROPERTY OCCURRING ON THE COMPLEX OR IN ANY MANNER GROWING OUT OF OR CONNECTED WITH THE COUNTY OR THE USER GROUP'S USE AND OCCUPATION OF THE COMPLEX DURING THE TERM OF THIS AGREEMENT. THE USER GROUP SHALL GIVE THE COUNTY PROMPT NOTICE OF ANY CLAIM COMING TO THE USER GROUP'S KNOWLEDGE THAT IN ANY WAY DIRECTLY OR INDIRECTLY AFFECTS EITHER THE USER GROUP OR THE COUNTY. ALL PARTIES SHALL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE OF SUCH CLAIM TO THE EXTENT OF THEIR INTEREST.

ARTICLE XVII

Fees and Prices

17.1 All fees, charges, and prices for services rendered and for food, beverages, merchandise and other goods sold by the User Group shall be approved by the County's Authorized Representative and shall be competitive with similar sources in the Gulf Coast Region. The User Group is granted the right, once said fees, charges, and prices are established, to increase same a percentage equal to but not greater than the average annual cost of living index increase for the Houston/Galveston SMSA as established by the U.S. Department of Labor. Any increase above this must be approved by the County's Authorized Representative.

17.2 The User Group is not granted the authority for allowing free food or services except as may be approved by the County's Authorized Representative.

ARTICLE XVIII

Independent Contractor

18.1 This Agreement is not a contract of employment. No relationship of employer and employee exists between the County and the User Group or between the County and any employee or agent of the User Group. The User Group shall at all times be deemed to be Independent Contractors operating under their designated organization. The User Group is not authorized to bind the County to any agreements or obligations. The County shall not be liable for any acts or omissions of the User Group, employees or agents thereof, in performing the duties prescribed herein.

ARTICLE XIX

Non-Discrimination

19.1 The User Group agrees that in the use and occupancy of the Complex, no discrimination of any kind shall be practiced by any party that is based upon a person's race, sex, color, religion, ancestry, national origin, disability, age, military status, or sexual orientation, whether in employment or in the provision of goods and services.

ARTICLE XX

Access by Persons with Disabilities

20.1 The User Group agrees to comply with the Americans with Disabilities Act and any other applicable federal or state law concerning accessibility by persons who may desire to access the Complex who are handicapped, disabled, or differently abled.

ARTICLE XXI

Waiver of Default

21.1 Any waiver of the County of any default or breach of this Agreement shall not be construed to be a continuing waiver of such default or breach, nor as a waiver of permission, express or implied, or any other or subsequent default or breach.

ARTICLE XXII

General Clauses

22.1 **Meaning of Words.** All references to the parties of this Agreement and all covenants, conditions, and agreements of this Agreement shall apply to and be binding upon the County and the User Group and their respective legal representatives, successors, and assigns (when assignment is made in accordance with the provisions hereof) as if they were in each case fully named and stated. In this Agreement, both County and the User Group are referred to in the singular, plural, and/or neuter gender. However, such words and all other terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any number (singular or plural) and any other gender (masculine, feminine, or neuter) as the sense of the writing herein may require number and gender.

22.2 **Notice.** Any notice required or permitted between the parties under this agreement must be

in writing and shall be delivered in person or mailed, return receipt requested, or may be transmitted by fax as follows:

Hon. Mark Henry, County Judge
722 Moody Ave.
County Courthouse, 2nd Floor
Galveston, Texas 77550
Fax: (409) 770-5560

with a copy to:

Julie Diaz
Director
Galveston County Parks Department
4102 Main (FM 519)
La Marque, Texas 77568
Fax: (409) 621-7986

with a second copy to:

Robert Boemer
Director
Galveston County Legal Department
722 Moody Ave.
Galveston County Courthouse, 5th Floor
Galveston, TX 77550
Fax: (409) 770-5560

and to the User Group at:

Peninsula Sports Park, LLC
POB 2145
Crystal Beach, TX
77650-2145

or at such other address as the User Group may from time to time designate by written notice to the County.

22.3 Severability. This Agreement is made under the applicable laws of the State of Texas, and if any term, clause, provision, part, or portion of this Agreement shall be adjudged invalid or illegal for any reason, the validity of any other part or portion of this Agreement shall not be affected thereby and the invalid or illegal term, clause, provision, part, or portion shall be deleted and ignored as if the same had not been written.

22.4 Amendments. Any and all provisions and clauses in this Agreement may be amended or deleted by the County and the User Group only by mutual agreement, and any such change shall be in writing and attached to this Agreement as an addendum.

22.5 Governing Law/Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this contract shall lie exclusively in Galveston County.

22.6 **Execution of Agreement.** This Agreement is executed to be effective as of the commencement date.

Peninsula Sports Park, LLC

By: _____

Date: _____

County of Galveston

The County of Galveston, acting by and through Mark Henry, County Judge, pursuant to Order of the Commissioners Court of Galveston County, Texas, adopted on this date of execution hereby acknowledges that the foregoing Agreement has been submitted to it and that the Court has authorized its execution.

By: _____

**Mark Henry
County Judge**

Date: April 12, 2016

Attest: _____

By: _____

**Dwight Sullivan
County Clerk**

Date: April 12, 2016

By: _____

**Julie Diaz
Director
Galveston County Parks & Cultural Services**

Date: 4/12/16

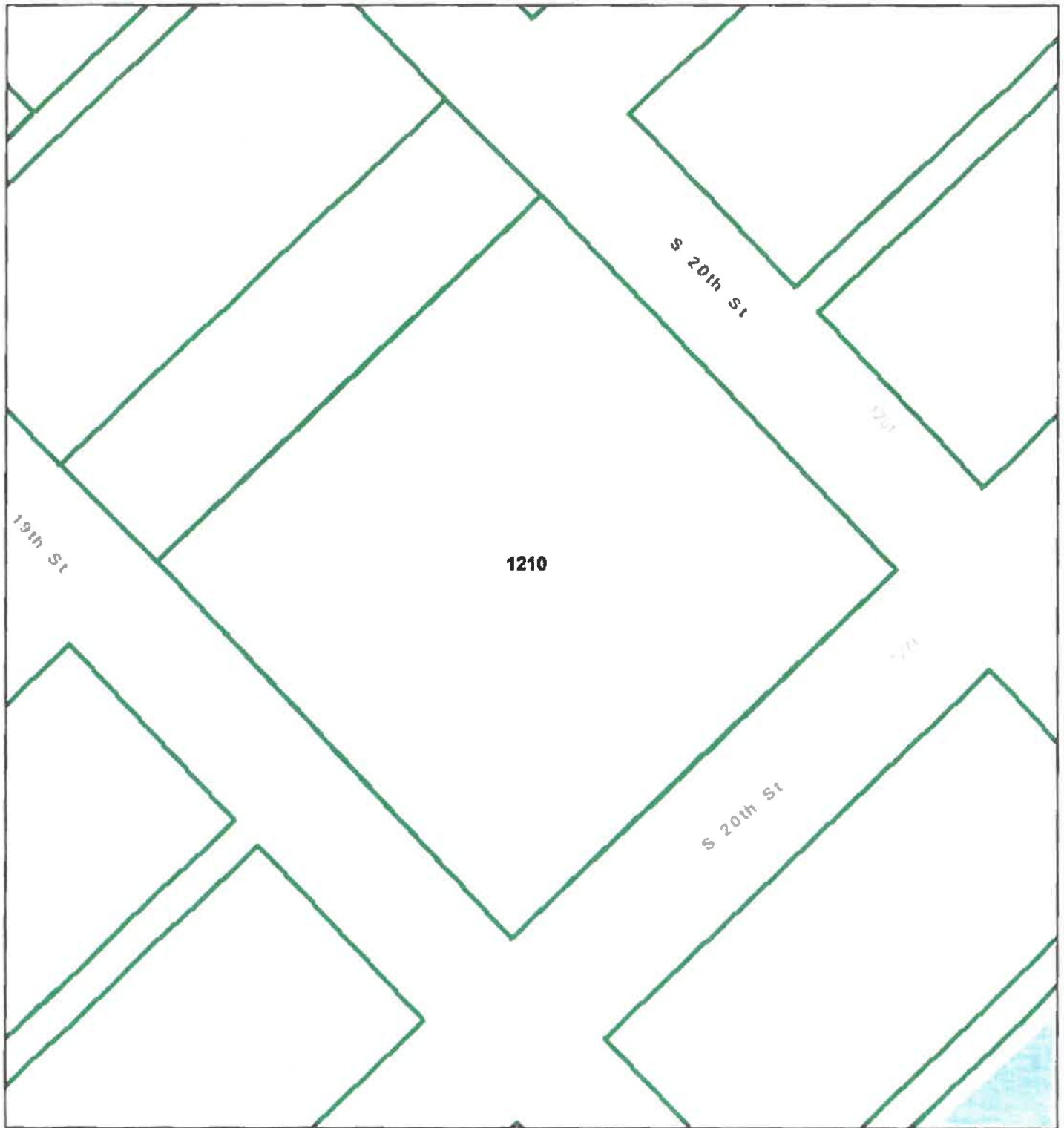
1210 19th Street



March 28, 2016

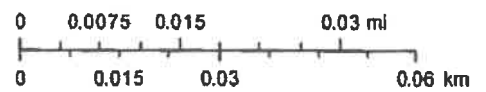
1:1,128
0 0.0075 0.015 0.03 0.06 km
0 0.015 0.03 0.06 mi
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp
AECAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand)

1210 19th Street



March 28, 2016

1:1,128



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***22.**

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

- 1) **Date of Request:** 3/3/2025
- 2) **Contract Type:** Expense
- 3) **Renewal Contract:** No
- 4) **Department Name:** County Clerk/Elections
- 5) **Department Contact:** Wendi Fragoso
- 6) **Description:** Staffing for Election workers

- 7) **PEID No:** Pending
- 8) **Req No:**
- 9) **Orgkey:** 2103-114031
- 10) **Object Code:** 5120000
- 11) **Vendor:** TRN Staffing
- 12) **Vendor Contract No:** HGAC contract TS06-21

Expenditure Budget/Revenue Projections

- 13) **Fund Name:** Election Services Contract Fund
- 14) **Fund #:** 2103
- 15) **Current Year Budgeted:** \$345,000
- 16) **Current Year Projected:**
- 17) **Year 2:**
- 18) **Year 3:**
- 19) **Year 4:**
- 20) **Year 5:**
- 21) **Totals:**

To Be Completed by Purchasing Department

- 22) **Contract Start Date:** 3/3/2025
- 23) **Auto Renewal Contract:** No
- 24) **Bid No:** N/A
- 25) **Contract End Date:** 3/3/2026
- 26) **Contract # Issued by Purchasing Department:** Bonfire # 210950

NOTES: HB1295 to be requested

Approval History

Seq #	Approver	Action	Action Date
1	Mae Ross	Approve	2/25/25 11:46 am
2	Melissa Fleming	Approve	2/26/25 8:53 am
3	Rufus Crowder	Escalated	2/26/25 8:59 am
4	Tammy Dickey	Approve	2/26/25 9:00 am
5	Sergio Cruz	Approve	2/26/25 9:25 am
6	Randall Rice	Approve	2/26/25 11:15 am
7	Veronica Van Horn	Approve	2/26/25 4:18 pm



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

February 17, 2025

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

RE: Request to Utilize Cooperative Purchasing Agreement
Galveston County Clerk

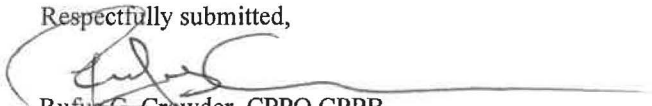
Gentlemen,

It is requested that the Commissioners' Court grant authorization to the Purchasing Agent to utilize a State of Texas approved cooperative purchasing program as referenced in the Texas Local Government Code, Chapter 271.102, Cooperative Program Participation, in lieu of the competitive bidding requirements as referenced in Chapter 262.023, Competitive Requirements to procure the following:

- **Staffing Services for Election Workers**

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,


Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Dickey, Tammy

From: Sullivan, Dwight
Sent: Monday, February 17, 2025 12:42 PM
To: Crowder, Rufus
Cc: Dickey, Tammy; Fragoso, Wendi; Ross, Mae; Cruz, Sergio
Subject: Staffing Services for the May Election Cycle

Rufus,

In lieu of competitive bidding, I would like to utilize a purchasing cooperative to obtain staffing services to be utilized for Election Workers.

The TNR Staffing Company has had experience paying election workers, specifically Harris County.

TNR Staffing is an approved staffing partner for both Houston Galveston Area Council Co-Op and Choice Partners members.

Galveston County is a member of Houston Galveston Area Council Co-Op (HGAC):

- The staffing vendor # for HGAC is Contract No. TS06-21

Galveston County is also a member of Choice Partners:

- The staffing vendor # for Choice Partners is Contract 21/063SG

If you could please assist me on the following steps to take to approve this contract through Commissioner's Court so that we can begin hiring and paying election workers for the May election cycle.

Respectfully,

Dwight D. Sullivan
Galveston County Clerk
409-766-2210



THE RESERVES NETWORK, INC. END USER AGREEMENT

This End User Agreement (EUA) is entered into on this 25th day of February, 2025, between **THE RESERVES NETWORK, INC. (TRN)**, an Ohio corporation with its principal place of business at 22021 Brookpark Rd., Fairview Park, OH 44126, and **GALVESTON COUNTY, TEXAS (Customer)**, located at 722 Moody Avenue Galveston, TX 77550. Collectively, TRN and Customer shall be termed "the Parties".

Pursuant to the terms of the H-GAC Contract No. TS06-21 (Agreement) entered into between TRN and the Houston-Galveston Area Council (H-GAC) on 8/30/2021, specifically Article 2, End Users of H-GAC may enter into an EUA with TRN piggybacking off of that Agreement.

Whereas Customer is an end user of H-GAC and wishes to engage TRN to assist with its staffing needs, and whereas TRN wishes to engage with Customer to provide such services, and whereas the Parties seek to piggyback off of the Agreement, the Parties hereby agree to the additional terms and conditions.

1. Service Provided.

TRN shall provide payroll services for Customer's election workers located at the officially designated 26 election poll locations for Galveston County.

2. Fees.

TRN shall charge Customer \$15.00 per employee, per hour worked for this service. The \$15.00 an hour bill rate includes employee pay rate of \$12.00 per hour * 25% payroll markup per H-GAC terms.

For any overtime hours incurred (any hours over 40 worked in any given week), Customer shall be charged the employee's regular hourly rate (\$12/hr) * 25% payroll markup * 1.5 overtime rate.

3. Billing and Payment.

TRN shall invoice Customer weekly for services provided. Customer shall approve hours reflected on timecards and such approval shall confirm that the hours worked are true and accurate. Payments are governed by Texas Prompt Payment Act, Tex. Gov't Code Ch. 2251.

If a nonexempt Assigned Employee works more than forty (40) hours in any workweek for Customer, that Assigned Employee is entitled to premium payment for overtime or other premium compensation as required by law.

4. Indemnification.

OMITTED

5. Confidential information.
Each Party may acquire confidential or proprietary information from the other. Each Party agrees to hold such information in strict confidence and not disclose or use such information for any purpose other than providing services under this Agreement or as legally required. No knowledge, possession, access to, or use of Customer's confidential information will be imputed to TRN as a result of an Assigned Employee's access to or use of such information. TRN acknowledges Galveston County is subject to the Public Information Act.
6. Compliance with law.
 - a. Parties agree to comply with all applicable laws and cooperate fully and assist one another in the investigation and resolution of any complaints, claims, actions, or proceedings brought by or involving any Assigned Employees.
 - b. EEO: Parties agree they are each respectively equal employment opportunity employers and comply with all applicable anti-discrimination laws and regulations. Parties agree not to harass, discriminate against, or retaliate against any employee of the other because of any category protected by law nor cause or request the other Party to do so.
 - c. Both Parties agree to cooperate and comply with all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local laws. TRN shall have primary responsibility for providing all necessary notices, forms, and other documentation under the FMLA and any other applicable federal, state, and local laws regarding employee leave.
 - d. As Customer controls the facilities in which Assigned Employees work, Customer agrees it is responsible for providing and maintaining a safe worksite in compliance with all applicable OSHA and comparable state regulations.

Unless otherwise specified, the Agreement terms have the same meaning when used in this EUA and in all other respects, the Agreement remains in full force and effect.

CUSTOMER:

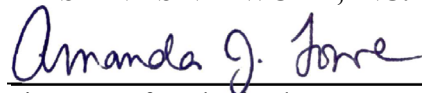
Signature of Authorized Representative

Name

Title

Date

THE RESERVES NETWORK, INC:



Signature of Authorized Representative

Amanda J. Lowe

Name

VP and Corporate Counsel

Title

2/26/2025

Date

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - The Reserves Network, Inc. - Public Services - ID: 7012

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and The Reserves Network, Inc., hereinafter referred to as the Contractor, having its principal place of business at 22021 Brookpark Road, Fairview Park, OH 44126.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises

such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jun 01 2021 and ends May 31 2024. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all

subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all

obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases

Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill

any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ)

if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

- B. Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 35: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 36: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 37: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 38: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 39: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items

designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 40: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 41: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 42: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 43: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Agreement will be bound by the foregoing terms and conditions.

ARTICLE 44: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 45: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 46: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 47: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 48: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

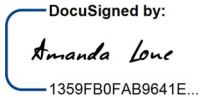
ARTICLE 49: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.


SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

The Reserves Network, Inc.

Signature  1359FB0FAB9641E...
Name ~~XXXXXXXXXX~~ Amanda Lowe
Title ~~XXXXXXXXXX~~ Vice President and Corporate Counsel
Date 8/27/2021

H-GAC

Signature  82EC270D5D61423...
Name Chuck Wemple
Title Executive Director
Date 8/30/2021

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - The Reserves Network, Inc. - Public Services - ID: 7012

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Master Agreement ("EUA") with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder,

proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a

Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

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

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively

declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must

include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

<div>Attachment A</div> <div>The Reserves Network, Inc.</div> <div>Temporary Staffing, Direct-Hire and Other Employer Services</div> <div>Contract No. TS06-21</div>							
<div>FORM D1 - PRICING PAGE #1</div> <div>Cost of services, Mark-up (MU) percentage pricing:</div>							
<div>When using the DOL website guidelines, as the Base pricing rate for <u>Temporary Hire</u>:</div>							
<div>1.) What is the percentage of <u>Mark-Up</u> added to the Base rate for an <u>Administrative</u> position?</div>	<div>43%</div>						
<div>2.) What is the percentage of <u>Mark-Up</u> added to the Base rate for an <u>Light Industrial</u> position?</div>	<div>50%</div>						
<div>3.) What is the percentage of <u>Mark-Up</u> added to the Base rate for an <u>Heavy Industrial</u> position?</div>	<div>n/a</div>						
<div>4.) What is the percentage of <u>Mark-Up</u> added to the Base rate for an <u>IT</u> position?</div>	<div>43%</div>						
<div>5.) What is the minumum conversion time in (hours) for a temporary employee to be hired without incurring a conversion or buyout fee?</div>	<div>720</div>						
<div>6.) Are there any liquidation fees if the above conversion hours are not met?</div>	<div>yes/no > > > Yes</div>						
<div>7.) If there are liquidation fees or charges for the above transaction, what is the fee, percentage or hours charged? Briefly explain.</div>	<div><table><tr><td>fee: > > ></td><td>None after 720 hours</td></tr><tr><td>hours: > > ></td><td>None after 720 hours</td></tr><tr><td>percentage > ></td><td>15% salary if prior</td></tr></table></div>	fee: > > >	None after 720 hours	hours: > > >	None after 720 hours	percentage > >	15% salary if prior
fee: > > >	None after 720 hours						
hours: > > >	None after 720 hours						
percentage > >	15% salary if prior						
<div>Explain here:</div>	<div>No liquidation fee or charge applies if the employee works 720 continuous hours of employment (no break of employment for more than 2 weeks). If company wants to hire employee prior to completion of 720 hours, a credit to the Direct Hire fee applied for gross margin dollars earned.</div>						
<div>8.) <u>Direct-Hire</u> annual salary <u>percentage</u> of Mark-up.</div>	<div>18%</div>						
<div>** The annual salary must be equal to or less than hourly rate provided in the job descriptions listed on Form D - Page #2, using the multiplier of 2080 hours.</div>							
<div>9.) <u>Direct-Hire</u> guarantee period in hours.</div>	<div>720</div>						
<div>10.) <u>Payrolling</u> percentage of Mark-Up.</div>	<div>25%</div>						

Attachment A The Reserves Network, Inc. Temporary Staffing, Direct-Hire and Other Employer Services Contract No. TS06-21						
FORM D2 - PRICING PAGE #2.1						
Code	Occupation Description	Pricing Range		Mark-Up %	Total	Total
		Low	High	Please Use a Whole Number as the % (MU). Example 25% = 1.25	Low	High
Accounting:						
A01	Accountant I	\$19.00	\$26.00	1.43	\$27.17	\$37.18
A02	Accountant II	\$25.00	\$33.00	1.43	\$35.75	\$47.19
A03	Financial Analyst I	\$20.00	\$32.00	1.43	\$28.60	\$45.76
A04	Financial Analyst II	\$31.00	\$40.00	1.43	\$44.33	\$57.20
A05	Payroll Clerk	\$14.00	\$19.00	1.43	\$20.02	\$27.17
A06	Cost Accounting Specialist	\$22.00	\$31.00	1.43	\$31.46	\$44.33
A07	CPA	\$29.00	\$48.00	1.43	\$41.47	\$68.64
A08	Financial / Business Analyst	\$29.00	\$49.00	1.43	\$41.47	\$70.07
A09	Controller	\$40.00	\$60.00	1.43	\$57.20	\$85.80
A10	Auditor I	\$21.00	\$30.00	1.43	\$30.03	\$42.90
A11	Auditor II	\$29.00	\$42.00	1.43	\$41.47	\$60.06
Administrative Support and Clerical:						
B01	Accounting Clerk I	\$13.00	\$17.00	1.43	\$18.59	\$24.31
B02	Accounting Clerk II	\$16.00	\$20.00	1.43	\$22.88	\$28.60
B03	Accounting Clerk III	\$19.00	\$25.00	1.43	\$27.17	\$35.75
B04	Administrative Assistant	\$16.00	\$23.00	1.43	\$22.88	\$32.89
B05	Call Center Representative	\$12.00	\$16.00	1.43	\$17.16	\$22.88
B06	Copy Machine Operator	\$9.00	\$15.00	1.43	\$12.87	\$21.45
B07	Court Reporter	\$18.00	\$28.00	1.43	\$25.74	\$40.04
B08	Customer Service Representative I	\$12.00	\$16.00	1.43	\$17.16	\$22.88
B09	Customer Service Representative II	\$15.00	\$18.00	1.43	\$21.45	\$25.74
B10	Customer Service Representative III	\$17.00	\$20.00	1.43	\$24.31	\$28.60
B11	Data Entry Operator I	\$11.00	\$15.00	1.43	\$15.73	\$21.45
B12	Data Entry Operator II	\$14.00	\$18.00	1.43	\$20.02	\$25.74
B13	Document Preparation Clerk	\$9.00	\$14.00	1.43	\$12.87	\$20.02
B14	Executive Assistant	\$19.00	\$31.00	1.43	\$27.17	\$44.33
B15	General Clerk I	\$10.00	\$13.00	1.43	\$14.30	\$18.59
B16	General Clerk II	\$13.00	\$16.00	1.43	\$18.59	\$22.88
B17	General Clerk III	\$15.00	\$19.00	1.43	\$21.45	\$27.17
B18	Legal Secretary I	\$20.00	\$26.00	1.43	\$28.60	\$37.18
B19	Legal Secretary II	\$26.00	\$40.00	1.43	\$37.18	\$57.20
B20	Mail Room Clerk	\$10.00	\$15.00	1.43	\$14.30	\$21.45
B21	Messenger Courier	\$9.00	\$13.00	1.43	\$12.87	\$18.59
B22	Personnel Assistant (Employment) I	\$13.00	\$19.00	1.43	\$18.59	\$27.17
B23	Personnel Assistant (Employment) II	\$18.00	\$24.00	1.43	\$25.74	\$34.32
B24	Personnel Assistant (Employment) III	\$23.00	\$29.00	1.43	\$32.89	\$41.47
B25	Production Control Clerk	\$14.00	\$19.00	1.43	\$20.02	\$27.17
B26	Secretary I	\$15.00	\$19.00	1.43	\$21.45	\$27.17
B27	Secretary II	\$18.00	\$24.00	1.43	\$25.74	\$34.32
B28	Secretary III	\$23.00	\$29.00	1.43	\$32.89	\$41.47
B29	Supply Technician	\$14.00	\$20.00	1.43	\$20.02	\$28.60
B30	Receptionist/Switchboard Operator	\$11.00	\$19.00	1.43	\$15.73	\$27.17
B31	Records Management Clerk	\$12.00	\$18.00	1.43	\$17.16	\$25.74

B32	Travel Clerk I	\$11.00	\$14.00	1.43	\$15.73	\$20.02
B33	Travel Clerk II	\$13.00	\$17.00	1.43	\$18.59	\$24.31
B34	Travel Clerk III	\$16.00	\$22.00	1.43	\$22.88	\$31.46
B35	Word Processor I	\$16.00	\$20.00	1.43	\$22.88	\$28.60
B36	Word Processor II	\$19.00	\$24.00	1.43	\$27.17	\$34.32
B37	Word Processor III	\$23.00	\$30.00	1.43	\$32.89	\$42.90
General Services and Materials Handling Support :						
D01	Forklift Operator	\$19.31	\$21.45	1.5	\$28.97	\$32.18
D02	Gardener	\$17.16	\$20.02	1.5	\$25.74	\$30.03
D03	General Maintenance Worker	\$21.45	\$25.74	1.5	\$32.18	\$38.61
D04	Janitor	\$17.16	\$20.02	1.5	\$25.74	\$30.03
D05	Laborer	\$11.00	\$15.00	1.5	\$16.50	\$22.50
D06	Librarian	\$24.00	\$35.00	1.5	\$36.00	\$52.50
D07	Library Aide/Clerk	\$11.00	\$15.00	1.5	\$16.50	\$22.50
D08	Library Technician	\$14.00	\$19.00	1.5	\$21.00	\$28.50
D09	Material Coordinator	\$15.00	\$19.00	1.5	\$22.50	\$28.50
D10	Material Handling Laborer	\$14.00	\$18.00	1.5	\$21.00	\$27.00
D11	Order Filler	\$18.59	\$20.74	1.5	\$27.89	\$31.11
D12	Shipping Packer	\$17.88	\$20.02	1.5	\$26.82	\$30.03
D13	Shipping / Receiving Clerk	\$18.59	\$21.45	1.5	\$27.89	\$32.18
D14	Stock Clerk	\$11.00	\$15.00	1.5	\$16.50	\$22.50
D15	Park Naturalist	\$15.00	\$25.00	1.5	\$22.50	\$37.50
D16	Recreation Specialist	\$11.00	\$16.00	1.5	\$16.50	\$24.00
D17	Warehouse Specialist	\$11.00	\$16.00	1.5	\$16.50	\$24.00
Health:						
E01	Breath Alcohol Technician	\$17.00	\$20.00	1.45	\$24.65	\$29.00
E04	Claims Processor	\$15.00	\$21.00	1.45	\$21.75	\$30.45
E05	Claims Processor (Senior)	\$20.00	\$29.00	1.45	\$29.00	\$42.05
E08	Dietary Aide	\$11.00	\$18.00	1.45	\$15.95	\$26.10
E09	EKG Technician	\$16.00	\$20.00	1.45	\$23.20	\$29.00
E10	Electroneurodiagnostic Technologist	\$21.00	\$26.00	1.45	\$30.45	\$37.70
E11	Eligibility / Insurance Verifier	\$15.00	\$21.00	1.45	\$21.75	\$30.45
E12	Eligibility Referral Coordinator	\$14.00	\$21.00	1.45	\$20.30	\$30.45
E13	Emergency Medical Technician	\$15.00	\$18.00	1.45	\$21.75	\$26.10
E14	Insurance Coordinator	\$14.00	\$21.00	1.45	\$20.30	\$30.45
E15	Licensed Practical Nurse I	\$20.00	\$25.00	1.45	\$29.00	\$36.25
E16	Licensed Practical Nurse II	\$25.00	\$30.00	1.45	\$36.25	\$43.50
E17	Licensed Practical Nurse III	\$30.00	\$38.00	1.45	\$43.50	\$55.10
E18	Medical Assistant	\$12.00	\$18.00	1.45	\$17.40	\$26.10
E19	Medical Laboratory Technician	\$17.00	\$25.00	1.45	\$24.65	\$36.25
E20	Medical Record Clerk	\$13.00	\$15.00	1.45	\$18.85	\$21.75
E21	Medical Record Technician	\$14.00	\$18.00	1.45	\$20.30	\$26.10
E22	Medical Transcriptionist	\$13.00	\$18.00	1.45	\$18.85	\$26.10
E23	Nuclear Medicine Technologist	\$25.00	\$30.00	1.45	\$36.25	\$43.50
E24	Nursing Assistant I	\$10.00	\$11.00	1.45	\$14.50	\$15.95
E25	Nursing Assistant II	\$12.00	\$14.00	1.45	\$17.40	\$20.30
E26	Nursing Assistant III	\$14.00	\$16.00	1.45	\$20.30	\$23.20
E27	Nursing Assistant IV	\$16.00	\$17.00	1.45	\$23.20	\$24.65
E28	Optical Dispenser	\$11.00	\$14.00	1.45	\$15.95	\$20.30
E29	Optical Technician	\$12.00	\$15.00	1.45	\$17.40	\$21.75
E30	Pharmacy Technician	\$15.00	\$18.00	1.45	\$21.75	\$26.10
E31	Phlebotomist	\$11.00	\$18.00	1.45	\$15.95	\$26.10
E32	Radiologic Technologist	\$18.00	\$25.00	1.45	\$26.10	\$36.25
E33	Registered Nurse I	\$32.00	\$40.00	1.45	\$46.40	\$58.00
E34	Registered Nurse II	\$40.00	\$46.00	1.45	\$58.00	\$66.70

E35	Registered Nurse III	\$46.00	\$50.00	1.45	\$66.70	\$72.50
E36	Registered Nurse IV	\$50.00	\$60.00	1.45	\$72.50	\$87.00
E37	Scheduler (Drug and Alcohol Testing)	\$13.00	\$18.00	1.45	\$18.85	\$26.10
Information Technology:						
F01	Application Developer	\$25.00	\$48.00	1.43	\$35.75	\$68.64
F02	Application Support Analyst	\$27.00	\$35.00	1.43	\$38.61	\$50.05
F03	Applications Engineer	\$25.00	\$43.00	1.43	\$35.75	\$61.49
F04	Computer Operator I	\$11.00	\$16.00	1.43	\$15.73	\$22.88
F05	Computer Operator II	\$15.00	\$19.00	1.43	\$21.45	\$27.17
F06	Computer Operator III	\$18.00	\$21.00	1.43	\$25.74	\$30.03
F07	Computer Operator IV	\$20.00	\$25.00	1.43	\$28.60	\$35.75
F08	Computer Operator V	\$24.00	\$30.00	1.43	\$34.32	\$42.90
F09	Computer Programmer I	\$20.00	\$29.00	1.43	\$28.60	\$41.47
F10	Computer Programmer II	\$30.00	\$39.00	1.43	\$42.90	\$55.77
F11	Computer Programmer III	\$40.00	\$49.00	1.43	\$57.20	\$70.07
F12	Computer Programmer IV	\$50.00	\$58.00	1.43	\$71.50	\$82.94
F13	Computer Systems Analyst I	\$24.00	\$37.00	1.43	\$34.32	\$52.91
F14	Computer Systems Analyst II	\$38.00	\$54.00	1.43	\$54.34	\$77.22
F15	Computer Systems Analyst III	\$55.00	\$65.00	1.43	\$78.65	\$92.95
F16	Customer Support Administrator	\$24.00	\$38.00	1.43	\$34.32	\$54.34
F17	Customer Support Specialist	\$25.00	\$42.00	1.43	\$35.75	\$60.06
F18	Database Administrator	\$27.00	\$58.00	1.43	\$38.61	\$82.94
F19	Data Center Support Specialist	\$30.00	\$58.00	1.43	\$42.90	\$82.94
F20	Desktop Support Manager	\$31.25	\$35.00	1.43	\$44.69	\$50.05
F21	Desktop Support Specialist	\$28.00	\$42.00	1.43	\$40.04	\$60.06
F22	Developer	\$26.00	\$48.00	1.43	\$37.18	\$68.64
F23	Director of Technology	\$39.00	\$86.00	1.43	\$55.77	\$122.98
F24	Front End Web Designer	\$34.00	\$38.00	1.43	\$48.62	\$54.34
F25	GIS (Geographic Info. Systems) Tech. I	\$22.00	\$29.00	1.43	\$31.46	\$41.47
F26	GIS (Geographic Info. Systems) Tech. II	\$30.00	\$51.00	1.43	\$42.90	\$72.93
F27	Help Desk Specialist	\$17.00	\$20.00	1.43	\$24.31	\$28.60
F28	Help Desk Technician	\$19.00	\$28.00	1.43	\$27.17	\$40.04
F29	Information Systems Project Manager	\$46.00	\$58.00	1.43	\$65.78	\$82.94
F30	Information Technology Coordinator	\$23.50	\$28.00	1.43	\$33.61	\$40.04
F31	Information Technology Director	\$39.33	\$47.38	1.43	\$56.24	\$67.75
F32	Information Technology Manager	\$40.00	\$72.00	1.43	\$57.20	\$102.96
F33	IT Support Manager	\$32.00	\$38.00	1.43	\$45.76	\$54.34
F34	IT Support Specialist	\$28.00	\$33.00	1.43	\$40.04	\$47.19
F35	IT Systems Administrator	\$29.00	\$39.00	1.43	\$41.47	\$55.77
F36	Java Developer	\$28.00	\$42.00	1.43	\$40.04	\$60.06
F37	Management Information Systems Director	\$42.00	\$58.00	1.43	\$60.06	\$82.94
F38	Network/Communications Support Clerk	\$17.00	\$25.00	1.43	\$24.31	\$35.75
F39	Network Systems Administrator	\$24.00	\$45.00	1.43	\$34.32	\$64.35
F40	Peripheral Equipment Operator	\$20.00	\$32.00	1.43	\$28.60	\$45.76
F41	Senior Database Administrator	\$32.00	\$63.00	1.43	\$45.76	\$90.09
F42	Senior Network System Administrator	\$28.00	\$67.00	1.43	\$40.04	\$95.81
F43	Senior Programmer	\$39.00	\$67.00	1.43	\$55.77	\$95.81
F44	Senior Programmer Analyst	\$33.00	\$42.00	1.43	\$47.19	\$60.06
F45	Senior Security Specialist	\$27.00	\$48.00	1.43	\$38.61	\$68.64
F46	Senior Support Specialist	\$27.00	\$48.00	1.43	\$38.61	\$68.64
F47	Senior System Administrator	\$28.00	\$67.00	1.43	\$40.04	\$95.81
F48	Senior System Analyst	\$33.00	\$42.00	1.43	\$47.19	\$60.06
F49	Senior Web Administrator	\$28.00	\$67.00	1.43	\$40.04	\$95.81
F50	Senior Web Developer	\$42.00	\$58.00	1.43	\$60.06	\$82.94
F51	Software Developer	\$42.00	\$58.00	1.43	\$60.06	\$82.94

F52	Software Quality Assurance Analyst	\$42.00	\$58.00	1.43	\$60.06	\$82.94
F53	Support Specialist	\$27.00	\$48.00	1.43	\$38.61	\$68.64
F54	Systems Administrator	\$28.00	\$67.00	1.43	\$40.04	\$95.81
F55	Systems Analyst	\$33.00	\$42.00	1.43	\$47.19	\$60.06
F56	Systems Designer	\$42.00	\$58.00	1.43	\$60.06	\$82.94
F57	System Support Specialist	\$27.00	\$48.00	1.43	\$38.61	\$68.64
F58	Technical Operations Officer	\$50.00	\$62.00	1.43	\$71.50	\$88.66
F59	Technical Support Specialist	\$27.00	\$48.00	1.43	\$38.61	\$68.64
F60	Technical Specialist	\$27.00	\$48.00	1.43	\$38.61	\$68.64
F61	Telecommunications Specialist	\$26.00	\$32.00	1.43	\$37.18	\$45.76
F62	Web Administrator	\$34.00	\$53.00	1.43	\$48.62	\$75.79
F63	Web Developer	\$22.00	\$48.00	1.43	\$31.46	\$68.64
F64	Web Master	\$22.00	\$37.00	1.43	\$31.46	\$52.91
Procurement:						
G01	Buyer I	\$17.00	\$21.00	1.43	\$24.31	\$30.03
G02	Buyer II	\$22.00	\$25.00	1.43	\$31.46	\$35.75
G03	Buyer III	\$26.00	\$30.00	1.43	\$37.18	\$42.90
G04	Purchasing Manager	\$28.00	\$40.00	1.43	\$40.04	\$57.20
Professional:						
H04	Contract Administrator	\$23.00	\$45.00	1.43	\$32.89	\$64.35
H05	Contract Specialist	\$33.00	\$44.00	1.43	\$47.19	\$62.92
H06	Community Relations Representative II	\$27.00	\$35.00	1.43	\$38.61	\$50.05
H07	Community Relations Representative III	\$36.00	\$42.00	1.43	\$51.48	\$60.06
H08	Compliance Manager	\$33.00	\$55.00	1.43	\$47.19	\$78.65
H09	Contract Administrator	\$23.00	\$52.00	1.43	\$32.89	\$74.36
H10	Contract Manager	\$48.00	\$62.00	1.43	\$68.64	\$88.66
H11	Executive Consultant	\$51.00	\$90.00	1.43	\$72.93	\$128.70
H12	Facility Manager	\$24.00	\$48.00	1.43	\$34.32	\$68.64
H13	Fire / HAZMAT Specialist	\$26.00	\$39.00	1.43	\$37.18	\$55.77
H14	Grant Administrator	\$28.00	\$42.00	1.43	\$40.04	\$60.06
H15	Housing Specialist	\$14.00	\$18.00	1.43	\$20.02	\$25.74
H16	Human Resources Coordinatior	\$14.00	\$18.00	1.43	\$20.02	\$25.74
H17	Human Resources Manager	\$20.00	\$38.00	1.43	\$28.60	\$54.34
H18	Human Resources Specialist	\$25.00	\$45.00	1.43	\$35.75	\$64.35
H19	Inspection Manager	\$24.00	\$40.00	1.43	\$34.32	\$57.20
H20	Inspection Specialists	\$35.00	\$62.00	1.43	\$50.05	\$88.66
H21	Insurance Specialist I	\$17.00	\$24.00	1.43	\$24.31	\$34.32
H22	Insurance Specialist II	\$25.00	\$34.00	1.43	\$35.75	\$48.62
H23	Insurance Specialist III	\$35.00	\$49.00	1.43	\$50.05	\$70.07
H24	Law Enforcement Specialist	\$39.00	\$58.00	1.43	\$55.77	\$82.94
H25	Logistics Specialists	\$20.00	\$25.00	1.43	\$28.60	\$35.75
H26	Logistics Manager	\$27.00	\$38.00	1.43	\$38.61	\$54.34
H27	Marketing Specialist	\$23.00	\$38.00	1.43	\$32.89	\$54.34
H28	Paralegal/Legal Assistant I	\$20.00	\$27.00	1.43	\$28.60	\$38.61
H29	Paralegal/Legal Assistant II	\$28.00	\$37.00	1.43	\$40.04	\$52.91
H30	Paralegal/Legal Assistant III	\$38.00	\$47.00	1.43	\$54.34	\$67.21
H31	Paralegal/Legal Assistant IV	\$48.00	\$60.00	1.43	\$68.64	\$85.80
H32	Park Ranger	\$19.00	\$33.00	1.43	\$27.17	\$47.19
H33	Presentation Designer	\$23.00	\$53.00	1.43	\$32.89	\$75.79
H34	Principle Consultant	\$51.00	\$90.00	1.43	\$72.93	\$128.70
H35	Proofreader	\$19.00	\$28.00	1.43	\$27.17	\$40.04
H36	Public Assistance Specialist	\$28.00	\$35.00	1.43	\$40.04	\$50.05
H37	Safety Manager	\$30.00	\$43.00	1.43	\$42.90	\$61.49
H40	Senior Writer	\$25.00	\$33.00	1.43	\$35.75	\$47.19
H41	Social Media Manager	\$22.00	\$35.00	1.43	\$31.46	\$50.05

H42	Transportation Manager	\$28.50	\$32.00	1.43	\$40.76	\$45.76
H43	Website Designer	\$21.50	\$36.00	1.43	\$30.75	\$51.48
Scientific:						
I01	Wildlife Biologist	\$21.00	\$36.00	1.43	\$30.03	\$51.48
I02	Environmental Coordinator I	\$36.00	\$53.00	1.43	\$51.48	\$75.79
I03	Geologist	\$28.90	\$72.00	1.43	\$41.33	\$102.96
Miscellaneous:						
J01	Cashier	\$11.00	\$18.00	1.43	\$15.73	\$25.74
J02	Desk Clerk	\$11.00	\$15.00	1.43	\$15.73	\$21.45
J04	Park Attendant (Aide)	\$10.00	\$16.00	1.43	\$14.30	\$22.88
J05	Recreation Aide/Health Facility Attendant	\$11.00	\$17.00	1.43	\$15.73	\$24.31
J06	Recreation Specialist	\$15.00	\$20.00	1.43	\$21.45	\$28.60
J07	Sales Clerk	\$15.00	\$18.00	1.43	\$21.45	\$25.74
J10	Load Ticket Data Entry Clerk	\$15.00	\$18.00	1.43	\$21.45	\$25.74



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***23.**

Consideration of approval of the early voting polling locations for the May 3, 2025 elections as submitted by the County Clerk

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 4:51 pm

May 3, 2025 Entity Election Early Voting Locations

Tuesday, April 22 thru Friday, April 25, 2025..... 8:00am to 5:00pm
Monday, April 28 thru Tuesday, April 29, 2025..... 7:00am to 7:00pm

Main Voting Location Galveston CO Records and Election Center 10000 Emmett F. Lowry Expressway #1152 Texas City, TX 77591

Joe Faggard Community Ctr
1750 Highway 87
Crystal Beach, TX 77650

Galveston CO Courthouse
722 Moody Ave
(2nd Floor)
Galveston, TX 77550

Galveston CO Justice Ctr
600 59th Street
(1st Floor Break Rm)
Galveston, TX 77551

Moody Methodist Church
2803 53rd Street
(Fellowship Hall)
Galveston, TX 77551

Seaside Church
16523 Termini-San Luis Pass
Jamaica Beach, TX 77554

Galveston CO MUD 12
2929 Highway 6
(2nd Floor)
Bayou Vista, TX 77563

Hitchcock City Hall
7423 Highway 6
Hitchcock, TX 77563

La Marque Comm Room
1109 B Bayou Road
La Marque, TX 77568

Carver Park Comm Room
6415 Park Ave
(Thomas Carter Rm)
Texas City, TX 77591

Nessler Center
2010 5th Ave North
(Surf Room)
Texas City, TX 77590

Education Support Center
2425 S. Main St. (Board Room)
League City, TX 77573

Santa Fe City Hall
12002 Highway 6
Santa Fe, TX 77510

College of the Mainland
1200 Amburn Road
(Conference Ctr 135A)
Texas City, TX 77591

Dickinson Community Ctr
2714 Highway 3
Dickinson, TX 77539

Village on the Park
400 E. Parkwood
(Town Hall)
Friendswood, TX 77546

JP Court, Precinct 1
4500 10th Street
Bacliff, TX 77518

Kemah Community Ctr
800 Harris Room 1
Kemah, TX 77565

The Crossings
255 Egret Bay Blvd
(Hall)
League City, TX 77573

League City Annex
174 Calder Road
(Community Rm)
League City, TX 77573

Public Works Operation Ctr
1701 W. League City Pkwy
League City, TX 77573

First Baptist Friendswood
209 S. Friendswood Dr.
Room, 209
Friendswood, TX 77546

High Island ISD
2113 6th Street Gym
High Island, TX 77623



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***24.**

Consideration of approval of the election day polling locations for the May 3, 2025 elections as submitted by the County Clerk

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 4:53 pm

May 3, 2025 Entity Election Election Day Locations

Saturday May 3, 2025.....7:00am to 7:00pm

Joe Faggard Community Ctr

1750 Highway 87
Crystal Beach, TX 77650

Galveston CO Courthouse

722 Moody Ave
(2nd Floor)
Galveston, TX 77550

San Leon Fire

337 12th Street
San Leon, TX 77539

Moody Methodist Church

2803 53rd Street
(Fellowship Hall)
Galveston, TX 77551

Seaside Church

16523 Termini-San Luis Pass
Jamaica Beach, TX 77554

Galveston CO MUD 12

2929 Highway 6
(2nd Floor)
Bayou Vista, TX 77563

Hitchcock City Hall

7423 Highway 6
Hitchcock, TX 77563

La Marque Comm Room

1109 B Bayou Road
La Marque, TX 77568

Carver Park Comm Ctr

6415 Park Ave
(Thomas Carter Rm)
Texas City, TX 77591

Nessler Center

2010 5th Ave North
(Surf Room)
Texas City, TX 77590

Bay Colony West HOA

6621 Calder Road
Dickinson, TX 77539

Santa Fe City Hall

12002 Highway 6
Santa Fe, TX 77510

College of the Mainland

1200 Amburn Road
(Conference Ctr Room, 135A)
Texas City, TX 77591

Dickinson Community Ctr

2714 Highway 3
Dickinson, TX 77539

Elections and Records Center

10000 Emmett F. Lowry #1152
Texas City, TX 77591

JP Court, Precinct 1

4500 10th Street
Bacliff, TX 77518

Kemah Community Ctr

800 Harris
(Room 1)
Kemah, TX 77565

The Crossings

255 Egret Bay Blvd
(Hall)
League City, TX 77573

League City Annex

174 Calder Road
(Multipurpose Rm)
League City, TX 77573

Public Works Operation Ctr

1701 W. League City Pkwy
League City, TX 77573

Village on the Park

400 E. Parkwood
(Town Hall)
Friendswood, TX 77546

Dickinson City Hall

4403 Highway 3
(Meeting Rm 2)
Dickinson, TX 77539

First Baptist Friendswood

202 S. Friendswood Dr
Room, 209
Friendswood, TX 77546

Education Support

2425 Main Street
(Boardroom)
League City, TX 77573

High Island ISD

2113 6th Street Gym
High Island, TX 77623



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***25.**

Consideration of full and final waiver, release, and settlement agreement with Marvin A. Centeno Zavala arising from an incident that occurred on or about August 12, 2024, submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 4:37 pm

Douglas W. Poole
Michael B. Hughes
James B. Galbraith
Anthony P. Brown
David P. Salyer
Genevieve Bacak McGarvey
Bryan R. Lasswell



MCLEOD, ALEXANDER, POWEL & APFFEL, P.C.

Galveston Office

802 Rosenberg
P.O. Box 629
Galveston, Texas 77553
(409) 763-2481 or (281) 488-7150
Fax: (409) 762-1155

Texas City Office

600 Gulf Freeway, Suite 223
Texas City, Texas 77591

John W. Drewry, Jr.
Kurt A. Gonzalez
Kierra J. V. Klefas
Patrick J. Kail
Shelby R. Walding

Of Counsel:
David E. Cowen
Susan K. Musch
Walter C. Brocato

V.W. McLeod (1914-1977)
Robert W. Alexander (1920-2017)
Benjamin R. Powel (Retired)
Ervin A. Apffel, Jr. (1929-2015)

Writer's Direct Number:
409-795-2032

www.mapalaw.com

Writer's Email Address:
gbmcgarvey@mapalaw.com

February 5, 2025

Honorable Mark Henry
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re: Claim for damages: Motor Vehicle Accident
Claimant: Marvin A. Centeno Zavala
Amount: \$3,528.02
Date of Incident: August 12, 2024

Gentlemen:

This is a case involving a Galveston County Road and Bridge Employee who struck an unattended legally parked vehicle owned by Marvin A. Centeno Zavala damaging the tailgate of his 2024 Chevy Silverado Heavy Duty. Mr. Centeno Zavala is requesting \$3,528.02 for damages based on an estimate he received from Pro Layer Coating.

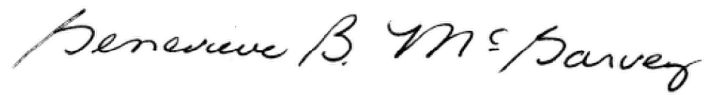
We reviewed the Vehicle Damage Report, the photos, and spoke with Mr. Centeno Zavala. This is a case of clear liability.

We also reviewed the repair estimate and compared the pricing to other available pricing to confirm the reasonableness of the estimate. Please note that Mr. Centeno Zavala is not requesting costs of a rental car while his car is in the shop.

We are recommending the Commissioner's Court approve this settlement for Marvin A. Centeno Zavala's claim. Marvin A. Centeno Zavala has signed a release subject to your approval.

Should you have any questions, please do not hesitate to contact me at 409-795-2032.

Very truly yours,

A handwritten signature in cursive script that reads "Genevieve B. McGarvey". The signature is written in dark ink and is positioned above the printed name.

Genevieve B. McGarvey

JWD/GBM

WAIVER, RELEASE, AND SETTLEMENT AGREEMENT

I, Marvin A. Centeno Zavala, allege sustaining property damage and/or bodily injury on or about August 12, 2024, caused, in whole or in part, by the alleged negligence of the County of Galveston ("Galveston County, Texas"). This Release and Settlement Agreement ("Release") is made to compromise and to settle any and all disputed claims between the PARTIES.

M.C.

AGREEMENT IS SUBJECT TO APPROVAL OF GALVESTON COUNTY COMMISSIONERS THROUGH A FORMAL VOTE IN AN OPEN MEETING

DEFINITIONS

1.1 Whenever the phrase "RELEASOR" is used herein, it means Marvin A. Centeno Zavala, individually, his heirs, executors and/or administrators, successors and assigns, servants, agents, legal representatives, and insurers.

1.2 Whenever the phrase "RELEASEE" is used herein, it means Galveston County, Texas, its Commissioners, Boards, Departments, successors and assigns, servants, agents, employees, legal representatives, and attorneys.

1.3 Whenever the phrase "PARTIES" is used herein, it means Marvin A. Centeno Zavala and Galveston County, Texas.

1.4 Whenever the phrase "OCCURRENCE IN QUESTION" OR "INCIDENT IN QUESTION" is used herein, it means the motor-vehicle accident that occurred on or about August 12, 2024, in Galveston County, Texas that involved a Galveston County Road and Bridge Employee at a fueling station at the Road and Bridge Facility located at 5115 HWY 3, Dickinson, Texas 77539.

CONSIDERATION

2.1 For the sole consideration of Three Thousand Five Hundred Twenty Eight, and 02/100 Dollars (\$3,528.02), less the amount of any liens on the proceeds of this settlement, as specified

below in paragraph "17.1", RELEASOR enters into this Release in favor of RELEASEE. RELEASOR understands and agrees that this Release and Settlement Agreement is a contract between RELEASOR and RELEASEE.

CLAIMS RELEASED

3.1 RELEASOR hereby fully and forever agrees to WAIVE, RELEASE, ACQUIT, DISCHARGE, AND FOREVER HOLD HARMLESS RELEASEE from any and all liability or negligence now accrued or which may hereafter accrue for any and all claims, demands, rights, remedies, causes of action, suits, cross-claims, third-party actions, whether direct or derivative, which RELEASOR, individually, or any individual or entity claiming by, through, or on behalf of RELEASOR have now brought or may hereafter bring against RELEASEE in any way arising from, incident to, connected to, or related to the INCIDENT IN QUESTION.

DAMAGES RELEASED

4.1 This Release includes all claims for damages, general and special, arising from, connected, or related to the INCIDENT IN QUESTION, including but not limited to:

1. Past and future medical expenses;
2. Physical or vocational rehabilitation expenses;
3. Past and future physical pain and suffering;
4. Past and future lost income and benefits;
5. Loss of earning capacity;
6. Past and future physical impairment, disfigurement, and mental anguish;
7. Diminished capacity to enjoy life;
8. Death or decreased life expectancy resulting, in whole or in part, from my injury;
9. All survival actions and/or wrongful death claims related, in whole or in part, to my alleged injury;
10. All derivative claims, including but not limited to loss of consortium;
11. All claims alleging malice and/or gross negligence;
12. All property damage; and
13. All punitive or exemplary damages as those damages are defined by Texas law.

FUTURE PROGRESSION

5.1 RELEASOR understands that his damages, injuries, illnesses, and/or conditions may be permanent, may progress, naturally or otherwise, and may become partially or totally disabling in

the future. RELEASOR has not relied upon any representation by RELEASOR related to RELEASOR'S diagnosis or prognosis; rather, RELEASOR has relied solely on medical professionals and his own judgment to evaluate his diagnosis and prognosis. If RELEASOR has been misdiagnosed or misinformed concerning his prognosis or later becomes aware that he was misdiagnosed, such medical error is *not* the responsibility of RELEASEE and will have no effect on the enforceability of this Release. RELEASOR understands that recovery from his injuries, illnesses, and/or conditions is uncertain, and that RELEASOR may require future medical treatment to alleviate or cure RELEASOR'S injuries, illnesses, and/or conditions, including surgery. RELEASOR covenants not to sue RELEASEE for any progression, natural or otherwise, of RELEASOR'S injuries, illnesses, and/or conditions in exchange for the consideration referenced in this Release.

ADDITIONAL EFFECTS OF RELEASE

6.1 In exchange for the consideration referenced in this Release, RELEASOR covenants not to sue RELEASEE in the future for any claim arising from, incident to, connected to, or related to RELEASOR'S property damage, injuries, illnesses, and/or conditions arising from, incident to, connected to, or related to the INCIDENT IN QUESTION, and/or pursuant to any federal laws or regulations and/or any equivalent or additional state statute or regulation and/or local ordinance and/or under common law to the fullest extent permissible by law as of the date of this Release.

SATISFACTION OF LIENS

7.1 RELEASOR agrees to satisfy, compromise or adjudicate any and all liens against the proceeds of this settlement arising from, connected, or related to the INCIDENT IN QUESTION (except for liens that, as may be provided in paragraph "17.1," are otherwise satisfied), including but not limited to:

1. Liens to any insurance company providing coverage related to my damages or injury alleged in the claim that is the subject of this Release;

2. Liens asserted by any healthcare provider for past or future medical expenses incurred for the diagnosis or treatment of my injuries. RELEASOR agrees that RELEASEE has no obligation to pay or reimburse RELEASEE or any healthcare provider for any outstanding medical bills or expenses and/or any such bills or expenses in the future related to my injuries or property damage.
3. Attorney liens asserted by any attorney who has represented me or claims to have represented me, directly or indirectly, in this matter;
4. Employee Retirement Income Security Act ("ERISA") liens, 29 U.S.C. §1132;
5. Medicare liens, 42 U.S.C. §1395; and/or
6. Medicaid liens, 42 U.S.C. §1396.

INDEMNITY

8.1 In addition to the Release herein above recited given by RELEASOR, the consideration herein above receipted, RELEASOR agrees to indemnify, defend, and forever hold harmless RELEASEE from any and all claims, demands, causes of action, suits, cross-claims, third-party actions, and expenses, which may be brought by any individual and/or entity claiming by, through, or on behalf of RELEASEE, arising from, incident to, connected to, or related to the INCIDENT IN QUESTION. This includes but is not limited to hospital and/or medical liens held by any treating physicians.

MEDICARE LIENS

9.1 In addition to all liens referenced in paragraph 8.1 above, RELEASOR agrees to indemnify, defend, and forever hold harmless RELEASEE against any and all claims, demands, causes of action, suits, cross-claims, third-party actions, and expenses associated with defending against any action to enforce the satisfaction of a Medicare lien, interest on any unpaid lien, any penalty assessed against RELEASEE and RELEASEE'S attorneys' fees. RELEASOR further agrees to waive any right to file an action under the private attorney general provision of the Medicare Secondary Payer Act. See 42 U.S.C. § 1395y(b)(3)(A).

COVENANT NOT TO SUE REGARDING MEDICARE LIEN

10.1 In exchange for the consideration referenced in this Release, RELEASOR covenants not to sue and waives any right he may have to bring any claim, demand, cause of action, suit, or cross-claims against RELEASEE pursuant to 42 U.S.C. § 1395(y)(2), for RELEASEE'S alleged failure to satisfy any Medicare lien arising from, incident to, connected to, or related to the INCIDENT IN QUESTION "to the extent that payment has been made, or can reasonably be expected to be made, with respect to the item or service" on RELEASOR'S behalf related to RELEASOR'S injuries and/or illnesses covered by this Release.

MEDICAID LIENS

11.1 RELEASOR agrees to assume sole and total liability to Medicaid or any state public assistance agency ("State Plan") "to reimburse it for medical assistance payments made on behalf of an individual with respect to whom such assignment was executed" 42 U.S.C. §1396(k)(b). In the event that Medicaid or a State Plan files a legal action to recover any unpaid lien, **RELEASOR agrees to indemnify, defend, and forever hold harmless RELEASEE AND for all costs associated with defending against any action to enforce the satisfaction of a Medicaid or State Plan lien, interest on any unpaid lien, any penalty assessed against RELEASEE, and RELEASEE'S attorneys' fees and costs incurred in the defense of any such action.** See 42 U.S.C. §1395(y)(b)(2)(B)(iii); 42 U.S.C. §1395(y)(b)(3)(A). Subsequent to the execution of this Release, RELEASOR will not submit any bill to Medicaid or a State Plan for healthcare expenses related to the injuries alleged in the claim that is the subject of this Release, until such time as the proceeds of this settlement have been exhausted to pay for future medical expenses related to the injuries.

LAWS OF CONSTRUCTION

12.1 The PARTIES agree and understand this Release shall be construed according to the laws of the State of Texas.

ENTIRE AGREEMENT BETWEEN PARTIES

13.1 The PARTIES agree and acknowledge that no other promises or agreements have been made between them and that this Release contains the entire agreement between them.

SEVERABILITY

14.1 In the event that one or more of the provisions of this Release shall for any reason be held to be illegal or unenforceable, in whole or in part, by any court of law, such a holding shall not affect the remainder of this Release, which shall remain enforceable.

USE OF RELEASE BY RELEASEE

15.1 RELEASOR specifically agrees to the admission in evidence of the entirety of this Release and waives any objection to the admission in evidence of this Release in any legal proceeding, quasi-judicial proceeding, or administrative proceeding in any action against RELEASEE involving any and all claims, demands, causes of action, suits, cross-claims, third-party actions filed subsequent to the date hereof. RELEASOR understands that this Release may be asserted as an affirmative legal defense of release and/or accord and satisfaction in any and all subsequent claims, demands, causes of action, suits, cross-claims, third-party actions RELEASOR may file against RELEASEE for RELEASOR'S alleged property damage and/or injuries alleged in the claim that is the subject of this Release and/or any other claim covered by this Release. RELEASOR agrees that a duplicate or copy of this Release is admissible to the same extent as an original.

OPPORTUNITY FOR LEGAL ADVICE

16.1 RELEASOR acknowledges that he has had an opportunity to seek legal advice from his attorney(s) concerning the meaning and effect of this Release. RELEASOR agrees and

acknowledges that he is not under any duress or undue influence to execute this Release, and has signed this Release knowingly, intelligently, and voluntarily.

PAYMENT OF CONSIDERATION

17.1 Payment shall be made as follows:

Payment in the total amount of Three Thousand Five Hundred Twenty Eight, and 02/100 Dollars (\$3,528.02) shall be made payable to all lienholders with the remainder to **Marvin A. Centeno Zavala**.

Marvin A. Centeno Zavala and his attorney, if any, represent and warrant that they have compromised and resolved all outstanding liens against the consideration of this settlement as stated above in this paragraph 17.1.

NO ADMISSION OF LIABILITY

18.1 This settlement is a compromise of a disputed claim and is not a confession or admission of liability or negligence on the part of RELEASEE and shall not be held or construed as a confession or admission in any suit or proceeding no matter by whom same may be brought.

NO REPRESENTATION BY DEFENDANT OR OF TAX CONSEQUENCES

19.1 It is understood and agreed by and between the PARTIES that RELEASEE has not made and do not make any representation regarding the tax consequences of this settlement or of any payments provided for herein and that RELEASOR and the other Payees assume all responsibility therefore.

SIGNED this 4TH day of February, 2005 in the County of Galveston, State of Texas.

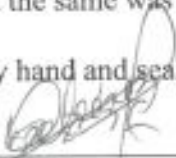
I have read the foregoing Release and Settlement Agreement and have initialed each page. I understand that it is a full release of all my claims. I have also received a complete copy of this Release and Settlement Agreement.


Marvin A. Centeno Zavala

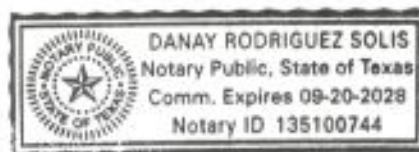
Notary Public:

On this 4th day of February, 2026 before me personally appeared Marvin A. Centeno Zavala, the person named in and who executed this Release and Settlement Agreement, and acknowledged that the same was executed of his own free act and deed.

Witness my hand and seal:



Notary Public, State of Texas





GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***26.**

Consideration of approval of interlocal agreement and MOU with Dickinson ISD for Coastal Alternative Program (CAP) 2024-2025 school year submitted by Legal Services Manager on behalf of Sheriff's Office

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/9/25 5:17 pm

History of Legislative File

Ver.	Acting Body	Date	Action	Sent To	Due Date	Return Date	Result
1	Commissioners Court Special Meeting	01/17/2025	deferred	Commissioners Court			Pass

Action Text: This matter was deferred by Commissioner Apffel and seconded by County Judge Henry.

Passed: 4-0

Aye: 4 County Judge Henry, Commissioner Apffel, Commissioner Giusti, Commissioner Dugie

Nay: 0

Absent: 1 Commissioner Armstrong

GALVESTON COUNTY TEXAS

COASTAL ALTERNATIVE PROGRAM (CAP)

FUNDING PARAMETERS

INTERLOCAL AGREEMENT AND

MEMORANDUM OF UNDERSTANDING

**2024-2025
School Year**

FUNDING PARAMETERS

FUNDING:

For the ~~2023-2024~~ 2024-2025 school year, the Coastal Alternative Program (CAP) has capacity to educate a total of sixty (60) students (sixty enrolled, projected fifty-five [55] in daily attendance). These sixty students shall include only discretionary expelled students in grades 6 and above from the participating Galveston County school districts. In the event enrollment for discretionary expelled students should exceed sixty students, slots will be allocated in the priority order listed in sections 9.04 and 9.11 of this Agreement.

“Discretionary” expulsions, defined as those students expelled for offenses described in Section 37.007 (b), (c), (f) and (i) of the TEC, shall be funded by the participating Independent School Districts (Districts) in Galveston County. Any student arrested and charged with a Title 5 felony offense as described in Section 37.0081(a) shall be assigned to the JJAEP program (not CAP) at the individual expense of the district of enrollment of the student.

These “discretionary” students shall remain enrolled in and are eligible for Average Daily Attendance (ADA) in their sending districts. The entire cost of educating these students is borne by the respective sending District(s). The fiscal agent District shall provide the education component, shall maintain attendance records, and shall allocate costs by first calculating percent of participation in the program, district by district. For the ~~20243-20253~~ school year, Dickinson Independent School District (Dickinson ISD), serving as Fiscal Agent, shall accumulate expenditure records during the year, determine the percentage of student participation, and allocate costs accordingly to the Districts, based on the procedures outlined herein.

This Agreement consists of the Funding Parameters, the Interlocal Cooperation Agreement and Memorandum of Understanding for the Coastal Alternative Program and all Addenda hereto.

Additional Considerations

1. Each District shall reimburse the Fiscal Agent, which shall pay instructional personnel and all other related expenses of the CAP. Such reimbursement calculations shall be determined by pro-rata participation.

2. Each District shall pay its projected annual fixed costs in advance, with the balance of projected/actual costs to be as noted below in paragraph 3.c. Total expense to each District for the annual operation of the program will be based on:
 - a. Estimate of total operating cost of the program as approved in the annual budget.
 - b. One-half (50%) of the annual projected operating cost for CAP to be paid as a fixed-rate cost (no variance due to program participation) based on prior year District ADA. This amount shall be paid annually after September 1, 2024~~3~~. Calculations on percentage of District ADA will be from the June 2024~~3~~ PEIMS report for fixed costs.
 - c. One-half (50%) of the annual operating cost for CAP shall be paid as a variable cost (calculated as the pro-rata share of each participating district's student enrollment percentage in the CAP as calculated at the end of the ~~2023-2024~~ 2024-2025 school year). This shall be invoiced based on final calculations of percentage of each District's ADA as per the June 2024~~3~~ PEIMS report.
 - d. Should assignments to CAP cause expenses to be higher than projected for the year, Districts shall assume their pro-rata share of the increased cost above projections (see section 4.01 of the MOU portion of this Agreement).
 - e. Friendswood ISD will be a limited participant with one slot available. A daily rate of \$46 will be charged. This amount will be charged for each day the student is enrolled (present or absent). If additional slots are needed by FISD, a decision will need to be made by the governing board of the participating districts.
3. The Fiscal Agent will pay the school administrator for the education component, teachers, secretary, security staff and other staff deemed appropriate for successful implementation of the program as in the approved budget. In lieu of indirect cost, the Fiscal Agent will pay one fifth of its Director of Alternative Education's salary and one fifth of the Director's secretary's salary as an expense to the CAP education component and shared as a portion of the pro-rata expense.
4. All instructional materials will be selected and ordered by the Fiscal Agent.
5. For the ~~2023-2024~~ 2024-2025 school year the CAP will be physically located in Santa Fe ISD, at the Tax Office site on 13302 Hwy. 6, Santa Fe, TX. Expenses reimbursed to Santa Fe ISD will include pro-rata share of utility consumption on a square foot pro-rata basis, food service expense per student, custodial services and other related services required for the

day-to-day operation of the program. As fiscal agent, Dickinson ISD will also reimburse Santa Fe ISD \$.50 cents per square foot of used space per month for 10 months for use of the facility (rent), and for reasonable costs related to required renovations needed at the SFISD location for the CAP program.

6. Galveston County shall provide personnel, equipment, and training for two Sheriff's Deputies to be assigned to the program for purposes of security and support. Deputies shall be assigned through the relationship currently in place with the liaison officer program in DISD, but paid directly by the County. Site supervision and program oversight will be the responsibility of the officer assigned to coordinate activities in DISD.

**County of Galveston
State of Texas**

**INTERLOCAL COOPERATION AGREEMENT
AND MEMORANDUM OF UNDERSTANDING FOR
COASTAL ALTERNATIVE PROGRAM**

This Agreement is entered into by, between and among the County of Galveston and each of the independent school districts participating in the Coastal Alternative Program (CAP):

WHEREAS, the County of Galveston and the participating school districts are "local governments" and public education in the context contemplated herein is a "governmental function and service" as those terms are defined in the Interlocal Cooperation Act (Act), codified as Chapter 791 of the Government Code of Texas; and,

WHEREAS, the Act authorizes any local government to contract or agree with another local government in accordance with the Act to perform governmental functions and services that each party to the contract is authorized to perform individually; and,

WHEREAS, Chapter 37 of the Texas Education Code provides for the development of a "disciplinary alternative education program" with the participation of the school districts subscribing hereto; and

WHEREAS, the Parties concur that the educational component of the CAP can be administered most efficiently at a centralized location within the authority and oversight of Dickinson Independent School District--as they concurrently oversee the Juvenile Justice Alternative Education Program education components. The Parties desire to engage Dickinson Independent School District to serve as Fiscal Agent for the education component of CAP and each of the participating districts for the education of students assigned to the CAP, understanding that the CAP serves only grades 6 and above. The parties also agree that grade 6 students assigned to the CAP shall be assigned "secondary student" status, and will not be separated from students in grades 7 and above. Further, the parties agree that it is advisable for security services to be provided and paid by Galveston County Sheriff's office.

NOW THEREFORE, pursuant to the Interlocal Cooperation Act and the Texas Education Code, it is mutually agreed by, between and among the Parties as follows:

I. OPERATING POLICY

The CAP shall be subject to this memorandum of understanding developed by the participating independent school districts. The terms and conditions of this Interlocal Cooperation Agreement shall become a part of such operating policy as if fully set forth in writing therein. No additions, deletions, changes or variations to this Agreement as to fiscal matters or educational responsibilities shall be effective unless such amendment be in writing and formally agreed to by the appropriate officers of the parties.

II. GOVERNANCE

- 2.1 The Dickinson Independent School District (Dickinson ISD) shall determine and coordinate the site of the campus of the CAP within Galveston County, and shall provide administration of the educational aspects of the campus and serve as the Fiscal Agent of each participating school district (District).
- 2.2 As Fiscal Agent for education purposes, Dickinson ISD shall function as agent for and on behalf of all Districts. Dickinson ISD shall administer the education program on a day-to-day basis in accordance with the approved budget and policies promulgated and/or adopted by the governing board of the CAP. Where such policies are silent, the educational program shall be administered according to policies and procedures otherwise in effect within Dickinson ISD.
- 2.3 As Fiscal Agent, Dickinson ISD shall prepare the program budget for governing board approval; shall disburse program funds applicable to education services; shall be responsible for educational personnel serving the campus and program; shall maintain all educational records applicable to the program; shall correspond with assigned students' sending districts with regard to status and ultimate disposition of each assigned student; and shall provide necessary curriculum and other such responsibilities normally associated with administration and provision of education services.
- 2.4 The Governing Board of the CAP shall include:
 - * Chairperson: The Superintendent of Dickinson ISD shall serve as chairperson for the CAP Governing Board. The chairperson shall be entitled to vote on any matter before the governing board.
 - * Ex-Officio Member -- The Director of Alternative Education for Dickinson ISD shall serve as an ex officio member, and shall have no vote.
 - * Members: (each with one vote) – School district representatives of participating school districts (Superintendent or designee) as agreed by Galveston County Superintendents. One member shall be the superintendent (or designee) of the district providing the situs of the program, providing that is not Dickinson ISD.
- 2.5 The Governing Board of the CAP shall meet on the basis of called meetings as deemed appropriate by the Chairperson in order to monitor and adjust the program. Such meetings shall be held at least annually, with the annual meeting held prior to February 1.
- 2.6 Quorum--For purposes of action on any item requiring a vote, a simple majority of the members of the governing board shall constitute a quorum, and majority rules shall apply for all action items.

III. FINANCIAL OBLIGATIONS

- 3.1 The expenses of this program shall be covered pursuant to the Funding Parameters on pages 1, 2 and 3 of this Agreement.
- 3.2 Funds, which must follow a placed student, include those under TEC Section 37.008(g).
- 3.3 Nothing herein shall burden the Fiscal Agent with the added expense necessary to address or accommodate any particular needs of special education, education of the disabled, accommodation of disability, limited English proficient, or other special requirements unique to a particular student. Such services, cost(s) and expense(s) shall remain the responsibility of the sending school district. The Fiscal Agent and the responsible district will work together to provide necessary and appropriate special education services on a case-by-case basis as the need arises, but all additional expense and liability shall be borne and/or reimbursed by the responsible school district, which shall hold the Fiscal Agent harmless for such services. If additional special education services are needed to serve students from more than one participating school district, the cost of the service will be shared by the applicable participating districts. All parties shall endeavor to comply with each special education student's current Individual Education Plan ("IEP") and facilitate convening IEP meetings (also known as ARD Committee meetings).
- 3.4 Nothing herein shall burden the Fiscal Agent or any District with responsibility for underwriting or providing services or accommodating student placements beyond the scope of the program described in this Agreement. Parties to this cooperative program are under no contractual duty to share such additional obligations or to expand the program during the school year without mutual consent.

SECURITY—Galveston County shall provide personnel, equipment, and training for two Sheriff's Deputies to be assigned to the program. Deputies shall be assigned through the relationship currently in place with the liaison officer program in DISD, but paid directly by the County. Site supervision and program oversight will be the responsibility of the officer assigned to coordinate activities in DISD. One officer will be on site at all times at the CAP program, and one officer may focus on attendance and transition issues, as well as other duties as assigned. Nothing herein shall burden the County to provide and pay more than two Deputies, unless done so by prior consent of the County.

IV. BUDGETING

- 4.1 As Fiscal Agent, Dickinson ISD shall prepare a budget of operational and maintenance costs for educational services anticipated for full usage of the CAP during the ~~2023-2024~~ 2024-2025 school year. Such budget shall consider, without limitation,
- a. Fringe benefits for its professional employees assigned in whole or in part to the program, commensurate with the fringe benefits enjoyed by comparable professional employees of Dickinson ISD
 - b. No fewer than four full time classroom teachers as necessary and advisable for the program
 - c. Pupil-teacher ratios are to be maintained between 8 to 1 and 15 to 1
 - d. Salaries for teachers/substitutes, etc.
 - e. Salaries for paraprofessional support functions
 - f. Salaries of administrative functions including site administration, 1/5 of Director of Alternative Education salary and 1/5 of secretary salary
 - g. Appropriately approved counseling services, social services, behavior coach services, etc.
 - h. Educational supplies
 - i. Contracted services (including technology, phone, copier, software, security, administrative costs, utilities, custodial services, etc.)
 - j. Equipment as required for educational services
 - k. Responsibility for medical needs or counseling services required for individual students as determined on a case by case basis--generally to be paid by sending district

The budget shall be approved and/or amended by action of the Governing Board. Nothing herein shall require the Fiscal Agent or Governing Board to amend its budget involuntarily, nor to incur added expense without means of reimbursement.

V. INVOICING

Upon the conclusion of the school year, as outlined in the funding parameters of this agreement, the Fiscal Agent shall bill each District for the balance of actual expenditures attributable to each District not previously paid. In the event of expenditure in excess of the budget due to unanticipated needs, the Fiscal Agent may

recoup such expense, as the Parties hereby acknowledge and agree that such additional expense is within their contemplated commitment to this program.

VI. ACCOUNTABILITY/ATTENDANCE

For purpose of accountability under Chapter 39 of the TEC and the Foundation School Program, a student enrolled in the CAP shall be reported as if the student were enrolled at the student's sending campus in the student's regularly assigned education program, including a special education program, where applicable. The sending district of each such student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the program shall remain the responsibility of the sending district. All ADA funding entitlements generated by CAP placements shall remain with the sending district.

Discretionary expelled students placed in the program are expected to attend as required by compulsory attendance law, pursuant to section 25.085 of the TEC. Pursuant to TEC Section 25.093, the attendance officer of the sending District shall file a complaint against the parent(s) in the justice of the peace court or municipal court of the political subdivision in which the parent resides or in which the school is located if the parent fails to require the child to attend school as required by law. Students who are not attending shall be withdrawn from CAP by the CAP Principal for non-attendance according to the policy of, and in concert with, the administration of the sending district.

In the event a student assigned to the CAP is declared homeless (or in the process of being declared homeless) or is in the process of transferring to another district, the student will remain the financial and attendance responsibility of the original district until the registration/enrollment of the student in another district is completed.

VII. ADMINISTRATIVE RESPONSIBILITIES

Physical plant maintenance relating to the CAP shall be the responsibility of Santa Fe ISD, not Dickinson ISD nor any other District. However, the CAP program budget shall have a provision to reimburse Santa Fe ISD for actual expenses of utilities, copiers, etc. used by the CAP. All routine/day-to-day education component administrative duties are the responsibility of Dickinson ISD, not Santa Fe ISD or any other District.

VIII. LIABILITY/TERM

8.1 Only to the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each Party to this Agreement shall indemnify and hold harmless the other Parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying Party or its officers, employee, or agents.

8.2 The term of this Agreement shall be for the ~~2023-2024~~ 2024-2025 school year.

- 8.3 In the event of legal proceedings/investigations, etc. which result in expense to the CAP program and/or which result, in whole or part, from operation of the CAP program, participating districts agree to participate in that expense on the basis of pro-rata participation in the ADA of the program for that year.

IX. MOU ADOPTION AND OPERATING GUIDELINES

The "Governing Board" and the Districts adopt this memorandum of understanding in compliance with the Texas Education Code ("TEC"), Section 37.010 (c) and (d), whereby it is understood that no court may order an expelled student to attend CAP as a condition of probation or deferred adjudication--they would be assigned to the Juvenile Justice Alternative Education Program. However, each participating school district acknowledges the importance of working with the court system to accommodate student placements as the district deems appropriate. The Parties hereby initiate the following operating policy guidelines:

- 9.1 The daily administration of all aspects of the CAP including the Code of Conduct will be conducted by the Fiscal Agent under the direction of its Superintendent or the superintendent's designee. The program will serve all eligible grade-6-and-above students from participating Districts, with the understanding that grade 6 students shall be designated "secondary students" for purposes of CAP administration.
- 9.2 A student who is found to have engaged in conduct resulting in expulsion under TEC Section 37.007 as a discretionary placement is eligible to attend. A student who has been erroneously assigned to the GCJJAEP because their expulsion meets "discretionary" expulsion qualifications, not "mandatory", shall be reassigned to CAP and is eligible to attend. Students arrested and charged with a Title 5 felony violation, under Section 37.0081, may be assigned to the Galveston County JJAEP program at the expense of the sending district, as outlined in the Galveston County Juvenile Justice Alternative Education Program Memorandum of Understanding.
- 9.3 A student who is or was last enrolled in a school district whose administrative offices are located within Galveston County, and who currently resides in a participating Galveston County school district is eligible to attend, if also qualified as in 9.02 above.
- 9.4 The Coastal Alternative Program has facilities to educate a total of sixty (60) students. When all available space has been utilized, it will be the responsibility of the member ISDs to provide the educational services for their expelled students. Should space become an issue, slots shall be allocated in the CAP in priority order as listed below (also see section 9.11 of this Agreement):
 1. Students expelled under TEC section 37.0081 (a); provided however that such expelled students shall not be enrolled for an original expulsion period less than 75 days.

2. Students expelled under TEC section 37.007 (b), (c), (f), or (i); provided however that such expelled students shall not be enrolled the last two weeks of CAP's Spring semester.

9.5 1. The Parties agree to comply with the following admission procedures:

- a. The sending District shall notify the CAP Principal of a pending expulsion hearing in order to determine there is space available and to facilitate the student's transition into the CAP in the event the student is expelled. The District in which the student is or was last enrolled shall provide to the CAP Principal, a copy of the order of expulsion.
- b. An expulsion order pursuant to TEC section 37.0081 shall include a statement regarding the specific determinations required under Section 37.0081 (a) (1) and (2).
- c. A student who is required to register as a sex offender will only be served pursuant to the same provisions applicable to students expelled under TEC section 37.0081.
- d. District shall provide notice no later than the second business day after the date a hearing is held pursuant to TEC Section 37.009, together with any other notice and information required under TEC Section 37.010 and Family Code Section 52.04.
- e. A **discretionary** expelled student may attend the CAP providing space is available.
- f. Accompanying the order of expulsion, the District in which the student is or was last enrolled shall provide to CAP Administration:
 - 1) Parent contact information;
 - 2) Expulsion letter signed by a district official authorized to expel students
 - 3) Copy of student's Birth certificate;
 - 4) Copy of student's social security card or assigned student PEIMS number
 - 5) Student attendance records;
 - 6) Students disciplinary records;
 - 7) Transfer grades for each class;
 - 8) State Assessment summary sheets;

- 9) Current year grade reports (including progress reports, report cards, etc.)
 - 10) Current School transcript;
 - 11) High School graduation plan;
 - 12) Special programs information and appropriate records showing transfer to CAP-- including, but not limited to, 504, Special Education, and bilingual ESL;
 - 13) Completed form "Notification to CAP"
 - 14) Name, address, phone number, facsimile number, email address of person to whom attendance records are to be sent; and
 - 15) Other or revised information as may be determined by the CAP administration and included on instructions to participating districts.
2. The sending district shall assign the student to a period of 75 or 85 days (special exception only with mutual agreement of sending District and the CAP Principal prior to issuance of the expulsion order). A CAP evaluation rubric shall allow for release prior to completion of 75 or 85 days, but most students may complete a minimum of 60% of the placement (excepting capacity concerns/problems).
- a. CAP will operate on the Santa Fe ISD school calendar, but if feasible, CAP will release the student at the end of the sending District's grading period. No student shall be accepted or released during the last two weeks of CAP's Fall and Spring semester. Completed expulsion packets must be received three weeks prior to the end of CAP's Fall and Spring semester. Expulsion packets received during the last two weeks of the Fall and Spring semester will be processed for the following semester.
 - b. Students must attend orientation and begin attending CAP three weeks prior to the end of the Spring semester. The educational services for any student with an expulsion not enrolled three weeks prior to the end of the semester shall remain the responsibility of the sending district until the start of the next school year. Those students shall be housed at their district's DAEP the remainder of the year. The days at the DAEP will count towards the expulsion days.
 - c. Students expelled prior to the week of state testing and during the week of state testing must test with the sending district.
 - d. Testing holds are as follows:
 - Fall: December STAAR EOC retesting
 - Packets must be received one week prior to December retesting and students enrolled by Wednesday prior to testing.
 - Spring: STAAR/EOC testing
 - Packets must be received one week prior to Spring testing and

- students enrolled by the Wednesday prior to testing.
 - Students expelled during the TELPAS testing window must be completed with testing prior to CAP placement.
3. Prior to the completion of the student's placement in the CAP, the CAP Principal will coordinate with the campus of record to initiate the student's transfer back to his or her sending campus.
 4. The CAP Principal will conduct an intake conference with the student and a parent or guardian to review all the CAP requirements and answer any questions during the intake process.
 5. Each sending school district shall be responsible for transportation to and from the CAP for all regular program students as well as special education students. Student are not permitted to drive and park vehicles on site, therefore district provided/approved transportation is required. Daily attendance of expelled students assigned to CAP is required.
 6. Adult students (i.e., students 18 years of age or older) will be served at the discretion of the CAP to the extent required by the Texas Education Code or, if applicable, federal laws regarding the education of special education students.
- 9.6 In the event the CAP Principal believes the CAP is unable to meet the needs of an expelled student, the CAP Principal may initiate the appeals process.
1. If a special education student is involved, the CAP Principal shall contact the sending school district, requesting that an ARD committee be convened to consider the appropriate placement of the student. If the sending district ARD committee determines that the CAP placement is appropriate, the sending district shall accept full financial responsibility for provision of appropriate services.
 2. For other students, the appeals committee shall consist of three members including the Superintendent of the district serving as fiscal agent (or designee), the CAP Principal, and one Superintendent (or designee) from a participating district other than the sending district of the student in question. The appeals committee shall generally convene within five (5) business days to render a decision regarding the student's assignment to the CAP. The appeals committee reserves the authority to return the offending discretionary placement student to the sending district if it is determined that the CAP is unable to meet the student's needs.
- 9.7 The CAP shall have its own code of conduct (Code of Conduct)--based on the Code of Conduct of Dickinson ISD.

Based on the Texas Education Code, each District has developed its own criteria for discretionary expulsions which are accepted for purposes of this Agreement.

Please refer to the appropriate DISTRICT CODE OF CONDUCT for specifics on what behavior may result in placement at the CAP.

Each District shall provide the Fiscal Agent District with current copies of the respective code of conduct. In the event a District amends its existing code of conduct, the District shall, within three working days after voting the approval of an amendment, provide a copy of the code of conduct as amended to the CAP Principal. Each District's code of conduct shall be available for public inspection at the CAP site at all times that the school is open.

- 9.8 CAP Principal and staff shall regularly review the student's academic progress. Regularly scheduled progress reports and grade reports will be forwarded to parents. In the case of a high school student, the CAP Principal, with the student's parent or guardian, and home district, shall review the student's progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student.

Responsibility for tests as required by the Texas Education Agency (TEA) rests with the CAP Principal and the student's sending campus as outlined by the TEA Division of Testing and Accountability. Responsibility for any other type of assessment and identification of educational status and need rests with the sending District.

- 9.9 Identified special education students shall be provided required services (as in their IEP) with any additional cost over and above average cost of program services for all other participants borne by the sending District. Provision of related services and speech therapy is the responsibility of the sending District. Administration of the services for limited English proficient (LEP) student is the responsibility of the sending District. Responsibility for TELPAS observations will depend on the date the student begins the CAP. Details will be determined on an individual basis.
- 9.10 The Parties agree that the order to participate in the program and the CAP Code of Conduct shall be incorporated into each student's case prior to admission. No student shall be exempted from any requirement in those documents unless specifically modified by a special education IEP or section 504 Accommodation Plan. The Code of Conduct outlines staff expectations of students and proper disciplinary actions for violations.
- 9.11 Any student not a Priority 1 placement may be "bumped" from participation in CAP in reverse priority order. A student may be allowed to remain or exit the CAP setting once the student has completed their assigned days of placement because of the following reasons: sending district's holiday calendar varies from CAP calendar, state assessment calendar, completion of the semester, and completion of graduation requirements per sending district's requirements.
- 9.12 Placement of students with disabilities who receive special education services:

1. The placement of a student with a disability who receives special education

services may be made only by a duly constituted admission, review, and dismissal (ARD) committee.

2. Any disciplinary action regarding a student with a disability who receives special education services that would constitute a change in placement under federal law may only occur after a manifestation determination review (MDR) has been conducted by the student's ARD committee. Any disciplinary action regarding a student with a disability who receives special education services shall be determined in accordance with federal and state law and regulations in effect at the time of the action, including the provision of functional behavioral assessments, positive behavioral interventions, strategies, and supports; behavioral intervention plans; and the MDR, as applicable.
3. A student with a disability who receives special services may not be placed in CAP solely for educational purposes.
4. The District conducting an MDR to determine if a student's behavior is subject to expulsion shall, in accordance with applicable federal law, provide the principal of the CAP with reasonable notice of the meeting of the student's ARD committee to discuss the student's MDR. A representative of the CAP may participate in that meeting (or relevant staffing or ARD meetings) to the extent that the meeting relates to the student's placement in the CAP.
5. CAP will not schedule an orientation for an expelled special education student until an ARD committee establishes that the student may be disciplined for the behavior under review and a transfer ARD is completed.
6. Related services remain the responsibility of the sending District. CAP teachers will issue progress reports every three weeks as per the SFISD calendar, and will monitor progress of IEP goals every nine weeks.
7. If, after placement in the CAP, a teacher of the program or the CAP Principal has concerns that the student's educational or behavioral needs cannot be met in the CAP, the CAP Principal shall immediately provide written notice of those concerns to the sending District. (See section 9.06).

9.13 Placement of a student with a Section 504 Accommodation Plan.

1. A student who has qualified for an accommodation plan under Section 504 of the Rehabilitation Act of 1973 may be placed at CAP only after an MDR has determined that the misconduct is not caused by the student's need for accommodation, and the student can receive an appropriate education at the CAP.
2. Minutes of the meeting in which the above determinations are made, and the revised accommodation plan must be received by the CAP Principal prior to scheduling an orientation for the student.

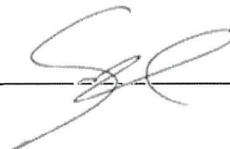
- 9.14 Teachers assigned to the CAP, as instructional staff who have direct contact with students, shall submit to a criminal history record check and fingerprinting in accordance with 37 T.A.C. Section 348.4(d).following procedures in place for Dickinson ISD employees. Employment in the CAP is contingent upon the completion and return of acceptable results.
- 9.15 This Agreement consists of Funding Parameters, Interlocal Cooperation Agreement and Memorandum of Understanding for the Coastal Alternative Program. Any District financial obligation created hereunder is payable only and solely from current revenues appropriated by the respective District and available for the purpose described herein.
- 9.16 This Agreement is effective August 1, 2024 through August 31, 2025. The Parties shall use their best efforts to execute a renewal of the memorandum prior to August 1, 2024. In the absence of a revision this document shall remain in effect until such time as the Parties, through votes of their governing bodies, determine to void, modify or repeal the entire document or any portion thereof.

This Agreement is hereby **EXECUTED IN MULTIPLE ORIGINALS**, as authorized by the Dickinson ISD through its Board of Trustees on the 22 day of July 2024; the County of Galveston by action of Commissioners' Court on the ___ day of _____, 2023 and by each of the participating school districts by action on dates as indicated below, to be effective the 1st day of August, 2024.

GALVESTON COUNTY COMMISSIONER'S COURT

By: _____
Mark Henry, County Judge

DICKINSON INDEPENDENT SCHOOL DISTRICT
(As Fiscal Agent and as a Participating District)

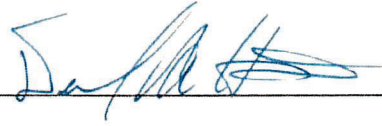
By:  _____

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

8/12/2024

By:

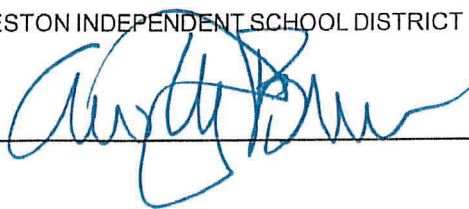


GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

8/7/24

By: _____

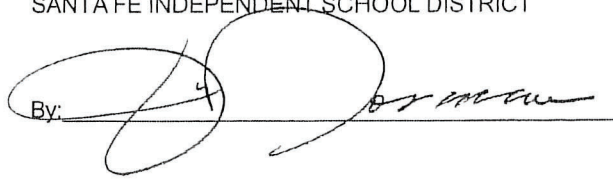
A handwritten signature in blue ink, appearing to be "Angela Brown", written over a horizontal line.

SANTA FE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

7/29/24

By: _____

A handwritten signature in black ink, appearing to be "J. [unclear]", written over a horizontal line.

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

8-13-24

By:

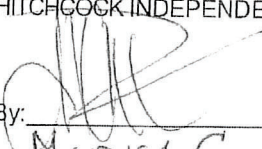
Meli Duarte

HITCHCOCK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

8-26-24

By: _____


MONICA CANTRELL, PRESIDENT



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***27.**

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

- 1) **Date of Request:** 2/5/2025
- 2) **Contract Type:** Expense
- 3) **Renewal Contract:** Yes
- 4) **Department Name:** Information Technology
- 5) **Department Contact:** Misty Witmer
- 6) **Description:** Consideration of approval of Peplink PrimeCare renewal with GTS Technology Solutions Inc. submitted by Information Technology
- 7) **PEID No:** 706927
- 8) **Req No:** N/A
- 9) **Orgkey:** 1101159100
- 10) **Object Code:** 5423000
- 11) **Vendor:** GTS Technology Solutions
- 12) **Vendor Contract No:** Quote: Q-10634

Expenditure Budget/Revenue Projections

- 13) **Fund Name:** General
- 14) **Fund #:** 1101
- 15) **Current Year Budgeted:** \$8200.00
- 16) **Current Year Projected:** \$7,079.62
- 17) **Year 2:**
- 18) **Year 3:**
- 19) **Year 4:**
- 20) **Year 5:**
- 21) **Totals:**

To Be Completed by Purchasing Department

- 22) **Contract Start Date:** 2/17/2025
- 23) **Auto Renewal Contract:** No
- 24) **Bid No:** N/A
- 25) **Contract End Date:** 2/16/2026
- 26) **Contract # Issued by Purchasing Department:** Bonfire# 207493 - SC-0000788

NOTES: HB1295 Requested**Approval History**

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	2/5/25 3:47 pm
2	Misty Witmer	Approve	2/6/25 7:45 am
3	Melissa Fleming	Disapprove	2/6/25 8:40 am
Notes:	Supplier invoice is addressed to the City of Galveston and is missing the Cooperative contract number. Please revise quote and restart. MF		
4	Lauren Michaels	Approve	2/7/25 10:51 am
Notes:	Quote has been updated		
5	Misty Witmer	Approve	2/7/25 11:52 am
6	Melissa Fleming	Disapprove	2/7/25 4:47 pm
Notes:	The DIR contract number is not listed on this renewal quote. Please update and restart.		
7	Lauren Michaels	Approve	2/10/25 8:38 am
8	Misty Witmer	Approve	2/10/25 8:43 am
9	Melissa Fleming	Approve	2/10/25 9:36 am
10	Rufus Crowder	Delegated	2/11/25 2:06 pm
11	Melissa Fleming	Approve	2/11/25 2:09 pm
12	Sergio Cruz	Approve	2/12/25 9:36 am
13	Randall Rice	Approve	2/13/25 9:09 am
14	Veronica Van Horn	Approve	2/18/25 2:40 pm



Information Technology Department

5WH-

CAR Form Description:

What:

Who:

Where:

When:

Why:

Additional Information:

<u>Item/Description</u>	<u>Qty</u>	<u>Units</u>	<u>Total</u>
-------------------------	------------	--------------	--------------

Total \$

Maintenance: Software Hardware FY: Renewal: Budget Amount:

DIR Contract Yes No

Charge to account:

Submitted by: Date:

2025-Peplink Renewal

Requested by Brownson, Brian on Jan 27, 2025 07:19 AM | Approval Status : Not Configured

Request Details

Request Type	Service Request	Mode	Not Assigned
Status	Open	Level	Not Assigned

Requester Details

Requester Name	Brownson, Brian	Assets	-
----------------	-----------------	--------	---

Site	Base Site	Category	Purchasing
Group	Business Office	Sub Category	Services
Technician	Michaels, Lauren	Item	Not Assigned
Total Cost	6750.66 \$		
Has your department budgeted for this?	Yes		
Date Needed Completed By:	Feb 28, 2025 07:18 AM		

OIT Business Office Use Only

Fiscal Year	Not Assigned	Budget Amount	Not Assigned
Maintenance	Not Assigned	DIR Contract	Not Assigned
Submitted By:	Not Assigned	Submitted Date	Not Configured

Created Date	Jan 27, 2025 07:19 AM	Responded Time	Not Configured
Due by date	Feb 10, 2025 08:00 AM	Completed Time	Not Configured
Response Due Date	Not Configured		

Emails to Notify	-
------------------	---

Created By	Brownson, Brian	Department	Information Technology
Template	Purchase Supplies or Services	Service Category	Purchasing
SLA	10 Day Resolution		

Description


Describe what is being purchased?
Peplink PrimeCare 1-Year for All of the counites peplinks.

Why is this equipment needed?
This will renewal all peplink devices that the county uses for communications in the Sheriffs, Constables, OIT, Parks, and Engineering vehicles.

What Department and\or who will use this item?
Sheriffs, Constables, OIT, Parks, and Engineering

Additional Information - URLs or places items can be purchased:

Requester Details

	Brownson, Brian brian.brownson@galvestoncountytx.gov
Employee ID	E100882
Phone	+14097662517
Mobile	-
Job Title	IT Security & Continuity Manager
Site	Base Site
Department	Information Technology
Reporting Manager	Martinez, Chris
Test	-

Assets belonging to the User

Name	Product	Product Type	Asset Type	Product Manufacturer	Warranty Expiry Date
Spare # 81	Nighthawk M6	Air Cards	Asset	Netgear	-
HX813H3	U2722D	Monitor	Component	Dell	Mar 16, 2025
HW813H3	U2722D	Monitor	Component	Dell	Mar 16, 2025
foc2549ya0k	Catalyst 3560-CX	Switch	Asset	Cisco	-
FCH2243GAHB	CP 8851	Desktop Phones	Asset	Cisco	-
4q5b2n3.gc.pri	OptiPlex 5090	Workstation	Asset	Dell Inc.	-
1750NKN816500	DS416	Server	Asset	Synology	-
0F01XWR23083BF	Surface Pro 9	Workstation	Asset	Microsoft	-

Checklists

No checklists available



TECHNOLOGY SOLUTIONS

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd Suite 275
Austin, Texas 78758
Phone: 512.452.0651

QUOTE

Quote Number: **Q-11938**
Quoted Date: 02/20/2025
Expiration Date: 03/18/2025
Account Exec: Dan Crump
Inside Sales Rep: Callie Dunn
callie.dunn@gts-ts.com
NET 30

Terms:

QUOTE FOR:

Galveston County

Peplink Renewals

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
1	PRM-A-1Y	Peplink PrimeCare 1-Year - Terms In Month 13	192F-E3FF-60BD 192F-E10D-9D92 192F-E372-E868 192F-888F-7CB7 - Offline, will need diagnostic report to renew 192F-91E7-0331 - Offline, will need diagnostic report to renew	NO CONTRACT	5	\$ 47.10	\$ 235.50
2	PRM-A-1Y	Peplink PrimeCare 1-Year - Terms In Month 12	192F-9171-9A5E 192F-0FEA-9DEB 293B-AEB7-1F68 192F-9143-A97F 192F-91B1-5652 192F-9163-8B7D 192F-91BF-56BC 192F-9154-B809 192F-9146-A92A 192F-91D6-3023	NO CONTRACT	30	\$ 43.48	\$ 1,304.40

Quote Number:

Q-11938

192F-91EE-03A8
 192F-91C5-2111
 192F-1101-6D51
 192F-9183-6573
 192F-D21E-BFA0
 192F-91B6-5625
 192F-91A8-47CA
 192F-9126-CF2C
 192F-91C0-2144
 192F-917A-9AE5
 192F-0FC2-BF61
 192F-1041-2854
 192F-914C-A980
 192F-12AC-C485
 192F-1303-6F71
 192F-91C6-2122
 192F-91B5-5616
 192F-91CA-21EE
 192F-9197-7436
 192F-91C2-2166
 192F-0F12-626C

3 PRM-A-1Y

Peplink PrimeCare 1-Year -
 Terms In Month 11

293B-AE76-D375
 192F-E42E-BAA6
 192F-E50F-99B4
 192F-E7E5-7512
 192F-E866-F226
 192F-E1F6-6226
 192F-E8A0-3E4C
 192F-EF40-D745
 192F-E43C-AB85
 192F-EF3A-A0E8
 192F-E65B-CFF6

NO CONTRACT

63

\$ 39.86

\$ 2,511.18

192F-E4FB-67FE
2938-4B61-1438
192F-E8A8-3EC4
192F-E410-894B
192F-E8A3-3E7F
2938-EAAD-79F3
192F-A709-DBD4
192F-E30F-9FB2
192F-D8A2-0E6D
192F-EF3C-A08E
192F-E526-BB2F
192F-E743-DF7E
192F-E835-A710
192F-EF3F-A0BD
192F-E84D-D09F
192F-E3CF-53BE
192F-E524-BB0D
192F-E610-8B49
192F-E672-ED6D
192F-E87D-E39C
192F-E898-ODC7
192F-EF38-A0CA
192F-E4D5-4512
192F-E851-C152
192F-E5E7-7732
192F-E890-0D4F
192F-E441-DC5F
192F-E881-1C5F
192F-E8DD-4996
192F-E24A-DAE2
192F-E440-DC4E
192F-E45B-CDF4
192F-E1AB-37FE
192F-E500-994B
192F-EF46-D723

192F-E662-FC6C
 192F-E462-FE6E
 2938-EAA9-79B7
 192F-E788-13C9
 192F-E786-1327
 192F-E86D-F29D
 192F-E422-BA6A
 192F-E443-DC7D
 192F-E62D-B897
 192F-E7F2-6464
 192F-E8BC-2F81
 192F-E519-88D3
 192F-E8A7-3E3B
 192F-E1D8-40CA
 192F-8D8A-79E7
 192F-E22F-BCB1
 2938-EC80-5D2A

4	PRM-A-1Y	Peplink PrimeCare 1-Year - Terms In Month 9	1931-210B-B208 1931-1FA2-2696 1932-81D5-FCD1 1932-7F87-57F7	NO CONTRACT	4	\$ 32.61	\$ 130.44
5	PRM-A-1Y	Peplink PrimeCare 1-Year - Terms In Month 8	1930-9993-829A 1930-9A0D-187E 1930-998C-9364 1930-9992-828B 1930-98E3-F49C 1930-9996-82CF	NO CONTRACT	60	\$ 28.99	\$ 1,739.40

1930-99D6-C6CB
1930-99E1-F5BF
1930-9A1A-0908
1930-9923-3991
1930-9AC8-D427
1930-992E-394C
1930-99ED-F573
1930-993E-284D
1930-9ABF-A357
1930-99FD-E472
1930-992C-396E
1930-9929-393B
1930-9A19-093B
1930-99D4-C6E9
1930-9A8C-9067
1930-98AC-B067
1930-9AC0-D4AF
1930-98AF-B054
1930-9930-28A3
1930-9946-5FC2
1930-9A0B-1818
1930-99F3-E49C
1930-9A87-90DC
1930-9944-5FE0
1930-9934-28E7
1930-99EE-F540
1930-994D-5F79
1930-998B-9313
1930-98D8-C724
1930-993C-286F
1930-98EA-F405
1930-9A02-1881
1930-998F-9357
1930-9A07-18D4
1930-9A17-09D5

			1930-9953-4E96				
			1930-9A90-81AA				
			1930-998E-9346				
			1930-9AE3-F69E				
			1930-99EB-F515				
			1930-99F5-E4FA				
			1930-9AC2-D48D				
			1930-9AAF-B256				
			1930-9A91-81BB				
			1930-9928-392A				
			1930-991B-0A1A				
			1930-99A7-B1DD				
			1930-9924-39E6				
			1930-9B0F-195D				
			1930-9A18-092A				
			1930-9922-3980				
			1930-9A1F-095D				
			1930-98B7-A1DD				
			1930-99F2-E48D				
6	PRM-A-1Y	Peplink PrimeCare 1-Year - Terms In Month 7	1931-97AF-AE4B 1931-46F0-2ABD 1933-C0EF-9F6D	NO CONTRACT	3	\$ 25.36	\$ 76.08
7	PRM-A-1Y	Peplink PrimeCare 1-Year - Terms In Month 6	1933-637C-A55E	NO CONTRACT	1	\$ 21.74	\$ 21.74
8	PRM-A-1Y	Peplink PrimeCare 1-Year - Terms In Month 5	1933-6812-C8BD	NO CONTRACT	1	\$ 18.12	\$ 18.12
9	PRM-A-1Y	Peplink PrimeCare 1-Year -	192F-E361-F95A	NO CONTRACT	1	\$ 14.49	\$ 14.49

Terms In Month 4

10	SVL-494	"Peplink EssentialCare 1-Year - Balance SDX" - Terms In Month 6	1926-5132-87F5 1926-50E8-5B53	NO CONTRACT	2	\$ 369.57	\$ 739.14
11	PRM-C-1Y	"Peplink PrimeCare 1-Year - BR1 Pro 5G/Transit 5G" - Terms In Month 10	1932-9E14-2FC2	NO CONTRACT	1	\$ 108.70	\$ 108.70
12	PRM-C-1Y	"Peplink PrimeCare 1-Year - BR1 Pro 5G/Transit 5G" - Terms In Month 7	293C-5002-2D47	NO CONTRACT	1	\$ 76.09	\$ 76.09
13	PCP-A-1Y	Peplink PrimeCare+ A (1-Year) - Terms In Month 12	192F-91A0-4742	NO CONTRACT	1	\$ 52.17	\$ 52.17
14	PCP-A-1Y	Peplink PrimeCare+ A (1-Year) - Terms In Month 12	192F-9132-DE69	NO CONTRACT	1	\$ 52.17	\$ 52.17

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability. Dell maintains a strict zero-return policy. Therefore, purchases of incorrect quantity, specifications, items, or configurations are non-refundable and non-returnable. Please ensure that you have reviewed your quote thoroughly.

****This quote does not include the applicable sales tax for our commercial customers****

Sales Total:	\$ 7,079.62
Freight & Misc:	\$ 0.00
Tax Total:	\$ 0.00
Total (USD):	\$ 7,079.62

Michaels, Lauren

From: insidesales <insidesales@discountcell.com>
Sent: Tuesday, February 4, 2025 2:06 PM
To: Michaels, Lauren
Subject: Re: FW: Peplink Renewal - Galveston County

Hi Lauren,

I've reached out for an update. I will let you know what we find out.

Thanks,

Echo
DiscountCell LLC
801-235-9809

On 2/4/2025 10:10 AM, Michaels, Lauren wrote:

Good morning,

Do you have an update on this?

Lauren Michaels | Enterprise Business Manager
Galveston County Office of Information Technology Services

Note to our customers: To ensure your technology-related needs are being captured, all inquiries and requests should be directed to our IT Service Desk, tickets@galvestoncountytx.gov or X2685.

From: Michaels, Lauren
Sent: Tuesday, January 28, 2025 3:14 PM
To: insidesales <insidesales@discountcell.com>
Subject: RE: Peplink Renewal

Can you please co-term to 1/31/2026?

Lauren Michaels | Enterprise Business Manager
Galveston County Office of Information Technology Services

Note to our customers: To ensure your technology-related needs are being captured, all inquiries and requests should be directed to our IT Service Desk, tickets@galvestoncountytx.gov or X2685.

From: insidesales <insidesales@discountcell.com>
Sent: Tuesday, January 28, 2025 2:38 PM
To: Michaels, Lauren <Lauren.Michaels@galvestoncountytx.gov>
Subject: Re: Peplink Renewal

Sure thing. Did you want to aim for Feb 1st as the co-term renewal date?

Thanks,

Echo
DiscountCell LLC
801-235-9809

On 1/28/2025 7:25 AM, Michaels, Lauren wrote:

Can you please co-term?

Lauren Michaels | Enterprise Business Manager
Galveston County Office of Information Technology Services

Note to our customers: To ensure your technology-related needs are being captured, all inquiries and requests should be directed to our IT Service Desk, tickets@galvestoncountytx.gov or X2685.

From: insidesales <insidesales@discountcell.com>
Sent: Monday, January 27, 2025 5:57 PM
To: Michaels, Lauren <Lauren.Michaels@galvestoncountytx.gov>
Subject: Re: Peplink Renewal

Hi Lauren,

Did you want all these devices co-termed to renew the same day? Or is the staggered renewal better for you?

Thanks,

Echo
DiscountCell LLC
801-235-9809

On 1/27/2025 2:14 PM, Michaels, Lauren wrote:

Good afternoon,

Can you please send me a DIR/co-op quote for the following:

Peplink Renewals				
LINE	ITEM	DESCRIPTION	SPECIFICATIONS	
1	PRM-A-1Y	Peplink PrimeCare 1-Year - Terms In Month 12	192F-E3FF-60BD 192F-E10D-9D92 192F-E372-E868 192F-888F-7CB7 192F-91E7-0331 192F-888F-7CB7 - Offline, will need diagnostic report to renew 192F-91E7-0331 - Offline, will need diagnostic report to renew	N
2	PRM-A-1Y	Peplink PrimeCare 1-Year - Terms In Month 11	192F-9171-9A5E 192F-0FEA-9DEB 293B-AEB7-1F68 192F-9143-A97F 192F-91B1-5652 192F-9163-8B7D 192F-91BF-56BC	N

192F-9154-B809
192F-9146-A92A
192F-91D6-3023
192F-91EE-03A8
192F-91C5-2111
192F-1101-6D51
192F-9183-6573
192F-D21E-BFA0
192F-91B6-5625
192F-91A8-47CA
192F-9126-CF2C
192F-91C0-2144
192F-917A-9AE5
192F-0FC2-BF61
192F-1041-2854
192F-914C-A980
192F-12AC-C485
192F-1303-6F71
192F-91C6-2122
192F-91B5-5616
192F-91CA-21EE
192F-9197-7436
192F-91C2-2166
192F-0F12-626C

3 PRM-A-1Y

Peplink PrimeCare 1-Year -
Terms In Month 10

293B-AE76-D375
192F-E42E-BAA6
192F-E50F-99B4
192F-E7E5-7512
192F-E866-F226
192F-E1F6-6226
192F-E8A0-3E4C
192F-EF40-D745

192F-E43C-AB85
192F-EF3A-A0E8
192F-E65B-CFF6
192F-E4FB-67FE
2938-4B61-1438
192F-E8A8-3EC4
192F-E410-894B
192F-E8A3-3E7F
2938-EAAD-79F3
192F-A709-DBD4
192F-E30F-9FB2
192F-D8A2-0E6D
192F-EF3C-A08E
192F-E526-BB2F
192F-E743-DF7E
192F-E835-A710
192F-EF3F-A0BD
192F-E84D-D09F
192F-E3CF-53BE
192F-E524-BB0D
192F-E610-8B49
192F-E672-ED6D
192F-E87D-E39C
192F-E898-0DC7
192F-EF38-A0CA
192F-E4D5-4512
192F-E851-C152
192F-E5E7-7732
192F-E890-0D4F
192F-E441-DC5F
192F-E881-1C5F
192F-E8DD-4996
192F-E24A-DAE2
192F-E440-DC4E
192F-E45B-CDF4

			192F-E1AB-37FE 192F-E500-994B 192F-EF46-D723 192F-E662-FC6C 192F-E462-FE6E 2938-EAA9-79B7 192F-E788-13C9 192F-E786-1327 192F-E86D-F29D 192F-E422-BA6A 192F-E443-DC7D 192F-E62D-B897 192F-E7F2-6464 192F-E8BC-2F81 192F-E519-88D3 192F-E8A7-3E3B 192F-E1D8-40CA 192F-8D8A-79E7 192F-E22F-BCB1 2938-EC80-5D2A
4	PRM-A-1Y	Peplink PrimeCare 1-Year - Terms In Month 9	1931-210B-B208 1931-1FA2-2696
5	PRM-A-1Y	Peplink PrimeCare 1-Year - Terms In Month 8	1932-81D5-FCD1 1932-7F87-57F7
6	PRM-A-1Y		

Peplink PrimeCare 1-Year -
Terms In Month 7

1930-9993-829A
1930-9A0D-187E
1930-998C-9364
1930-9992-828B
1930-98E3-F49C
1930-9996-82CF
1930-99D6-C6CB
1930-99E1-F5BF
1930-9A1A-0908
1930-9923-3991
1930-9AC8-D427
1930-992E-394C
1930-99ED-F573
1930-993E-284D
1930-9ABF-A357
1930-99FD-E472
1930-992C-396E
1930-9929-393B
1930-9A19-093B
1930-99D4-C6E9
1930-9A8C-9067
1930-98AC-B067
1930-9AC0-D4AF
1930-98AF-B054
1930-9930-28A3
1930-9946-5FC2
1930-9A0B-1818
1930-99F3-E49C
1930-9A87-90DC
1930-9944-5FE0
1930-9934-28E7
1930-99EE-F540
1930-994D-5F79
1930-998B-9313
1930-98D8-C724

1930-993C-286F
 1930-98EA-F405
 1930-9A02-1881
 1930-998F-9357
 1930-9A07-18D4
 1930-9A17-09D5
 1930-9953-4E96
 1930-9A90-81AA
 1930-998E-9346
 1930-9AE3-F69E
 1930-99EB-F515
 1930-99F5-E4FA
 1930-9AC2-D48D
 1930-9AAF-B256
 1930-9A91-81BB
 1930-9928-392A
 1930-991B-0A1A
 1930-99A7-B1DD
 1930-9924-39E6
 1930-9B0F-195D
 1930-9A18-092A
 1930-9922-3980
 1930-9A1F-095D
 1930-98B7-A1DD
 1930-99F2-E48D

7	PRM-A-1Y	Peplink PrimeCare 1-Year - Terms In Month 6	1931-97AF-AE4B 1931-46F0-2ABD 1933-C0EF-9F6D
8	PRM-A-1Y	Peplink PrimeCare 1-Year -	1933-637C-A55E

Terms In Month 5			
9	PRM-A-1Y	Peplink PrimeCare 1-Year - Terms In Month 4	1933-6812-C8BD 192F-E361-F95A
10	SVL-494	"Peplink EssentialCare 1-Year - Balance SDX" - Terms In Month 5	1926-5132-87F5 1926-50E8-5B53
11	ICS-012	1-Year InControl 2 Subscription Per Device - Include InControl 2 access and firmware upgrade - Terms In Month 12	1124-2756-ABCO 1127-1CB0-02B4
12	ICS-012	1-Year InControl 2 Subscription Per Device - Include InControl 2 access and firmware upgrade - Terms In Month 11	116E-C294-6E3C
13	ICS-012	1-Year InControl 2 Subscription Per Device - Include InControl 2 access and firmware upgrade - Terms In Month 8	1185-359D-3836 1196-901D-7DB2 11B6-6FD5-8EF8 11CB-4BC3-023C
14	PRM-C-1Y	"Peplink PrimeCare 1-Year - BR1 Pro 5G/Transit 5G" - Terms In Month 9	1932-9E14-2FC2
15	PRM-C-1Y	"Peplink PrimeCare 1-Year - BR1 Pro 5G/Transit 5G" - Terms In Month 6	293C-5002-2D47
16	PCP-A-1Y	Peplink PrimeCare+ A (1-Year) - Terms In Month 11	192F-91A0-4742
17	PCP-A-1Y	Peplink PrimeCare+ A (1-Year) - Terms In Month 11	192F-9132-DE69

Lauren Michaelis
Enterprise Business
Manager



722 Moody, 2nd floor, Galveston, TX 77660
409.770.6233



Lauren.Michaelis@galvestoncount
y.gov



OFFICE *of* INFORMATION TECHNOLOGY

NOTE TO OUR CUSTOMERS: To ensure your technology-related needs are being captured, all requests and requests should be directed to our IT Service Desk via the web portal: tickets@galvestoncountytexas.gov or calling X2696.

Galveston County, Texas

Tentative Budget

Fiscal Year 2025 Contracts

Object	Pri	Description/Comments	Begin Date	End Date	Vendor	Contract Type	New (Y/N) Contract #	Qty	Unit Cost	Requested Budget	Tentative Budget
1101		Fund	General Fund								
<div>1591 Department: Information Technology 159100 Division: Information Technology</div>											
5423000	01	Court A/V Maintenance	10/01/2024	09/30/2025	BIDCON	HARDWARE	N	1	52,000	52,000	52,000
					Bid and Contract Vendor		TBD				
5423000	01	Peplink Maintenance	10/01/2024	09/30/2025	BIDCON	HARDWARE	N	1	8,200	8,200	8,200
					Bid and Contract Vendor		TBD				
5423000	01	Palo Alto Renewal	10/01/2024	09/30/2025	BIDCON	HARDWARE	N	1	10,000	10,000	10,000
					Bid and Contract Vendor		TBD				
5423000	01	UPS Maintenance	10/01/2024	09/30/2025	BIDCON	HARDWARE	N	1	25,000	25,000	25,000
					Bid and Contract Vendor		TBD				
5423000	01	CTI Videoconferencing Maint,	10/01/2024	09/30/2025	BIDCON	HARDWARE	N	1	13,000	13,000	13,000
					Bid and Contract Vendor		TBD				
5423000	01	Building Security	10/01/2024	09/30/2025	BIDCON	HARDWARE	N	1	6,000	6,000	6,000
					Bid and Contract Vendor		TBD				



GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***28.**

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

- 1) **Date of Request:** 2/19/2025
- 2) **Contract Type:** Expense
- 3) **Renewal Contract:** No
- 4) **Department Name:** Information Technology
- 5) **Department Contact:** Misty Witmer
- 6) **Description:** Consideration of approval of Microsoft Unified Enterprise Support and Cybersecurity Incident Response with Microsoft submitted by Information Technology
- 7) **PEID No:** 406860
- 8) **Req No:** N/A
- 9) **Orgkey:** 1101159100
- 10) **Object Code:** 5481000
- 11) **Vendor:** MICROSOFT CORPORATION
- 12) **Vendor Contract No:** DIR-CPO-4911

Expenditure Budget/Revenue Projections

- 13) **Fund Name:** General
- 14) **Fund #:** 1101
- 15) **Current Year Budgeted:** \$163,000.00
- 16) **Current Year Projected:** \$133,124.31
- 17) **Year 2:**
- 18) **Year 3:**
- 19) **Year 4:**
- 20) **Year 5:**
- 21) **Totals:**

To Be Completed by Purchasing Department

- 22) **Contract Start Date:** 3/15/2025
- 23) **Auto Renewal Contract:** No
- 24) **Bid No:** N/A
- 25) **Contract End Date:** 6/14/2026
- 26) **Contract # Issued by Purchasing Department:** CM21424 / SC-0000251

NOTES: HB1295 not required. Publicly traded company.

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	2/20/25 9:32 am
2	Misty Witmer	Approve	2/20/25 10:48 am
3	Melissa Fleming	Approve	2/20/25 11:01 am
4	Rufus Crowder	Escalated	2/24/25 8:44 am
5	Tammy Dickey	Approve	2/24/25 8:50 am
6	Sergio Cruz	Approve	2/24/25 10:14 am
7	Randall Rice	Approve	2/24/25 11:00 am
8	Veronica Van Horn	Approve	2/24/25 12:51 pm



Office of Information Technology – 5WH

Title: Microsoft Unified Enterprise Support and Cybersecurity Incident Response

Description: Microsoft Unified Enterprise Support offers proactive services, incident management, and health checks for both cloud and on-premises environments. The Cybersecurity Incident Response service provides rapid threat detection, incident management, and post-incident analysis, ensuring robust support and security for Galveston County's IT infrastructure.

For who: Information Technology

Location: 722 Moody. Suite 202

When needed: 03/15/2025

Justification: The combined Microsoft services offer specialized support and proactive services for both cloud and on-premises environments. This includes incident management, health checks, optimization of Microsoft technologies, and rapid threat detection with post-incident analysis to enhance IT security.

Item	Qty	Per Unit \$	Total
Year-1 Payment 2025	133,124.31		
Year-2 Payment 2026	143,108.43		
Year-3 Payment 2027	156,311.69		
Average yearly cost: \$144,181.47			

Total spend: \$ 432,544.43

Is this item budgeted: ☒ Yes ☐ No

Budgeted amount: \$163,000.00

If not budgeted, describe

how item is to be funded?:

Is this a renewal?: ☒ Yes ☐ No

Current expiration date: 03/15/2025

DIR Contract?: ☒ Yes ☐ No

Account:

Submitted by: Firas Azez

Date: 2/12/2025

FW: Unified Enterprise Support - County of Galveston

Requested by Witmer, Misty on Feb 13, 2025 09:35 AM | Approval Status : Not Configured

Request Details

Request Type	Service Request	Mode	E-Mail
Status	Open	Level	Tier 1

Requester Details

Requester Name	Witmer, Misty	Assets	-
----------------	---------------	--------	---

Site	Base Site	Category	Purchasing
Group	Business Office	Sub Category	Services
Technician	Not Assigned	Item	Not Assigned
Total Cost	0.0 \$		
Has your department budgeted for this?	Yes		
Date Needed Completed By:	Feb 18, 2025 11:26 AM		

OIT Business Office Use Only

Fiscal Year	Not Assigned	Budget Amount	Not Assigned
Maintenance	Not Assigned	DIR Contract	Not Assigned
Submitted By:	Not Assigned	Submitted Date	Not Configured

Created Date	Feb 13, 2025 09:35 AM	Responded Time	Not Configured
Due by date	Feb 27, 2025 09:35 AM	Completed Time	Not Configured
Response Due Date	Not Configured		

Emails to Notify	-
------------------	---

Created By	System	Department	Information Technology
Template	Purchase Supplies or Services	Service Category	Purchasing
SLA	10 Day Resolution		

Description

Please assign to the Business Office for procurement.

Misty Witmer
Chief Information Officer, Galveston County Office of Information Technology
NOTE TO OUR CUSTOMERS: To ensure your technology-related needs are being captured, all inquiries and requests should be directed to our IT Service Desk via the web portal, emailing [tickets @galvestoncountytx.gov](mailto:tickets@galvestoncountytx.gov) or calling X2685.

From: Azez, Firas <Firas.Azez@galvestoncountytx.gov>
Sent: Wednesday, February 12, 2025 4:17 PM
To: Witmer, Misty <Misty.Witmer@galvestoncountytx.gov>; Michaels, Lauren <Lauren.Michaels@galvestoncountytx.gov>

Subject: Fw: Unified Enterprise Support - County of Galveston

Brian and I carefully reviewed the agreement. It covers all essential support aspects and will benefit the entire OIT team. Please review it and let me know if you have any questions.

Sincerely,

MCSE-Infra|MCSE-Cloud|MCEAE-Enterprise|MCSA-Security|CSIS|CCDA|ITILv3

409.770.6200



firas.azez@galvestoncountytexas.gov



galvestoncountytexas.gov

OFFICE *of* INFORMATION TECHNOLOGY

NOTE TO OUR CUSTOMERS: To ensure your technology-related needs are captured, all inquiries and requests should be directed to our IT Service Desk via the web portal, emailing tickets@galvestoncountytexas.gov or calling X2685.

Subject: Unified Enterprise Support - County of Galveston

Hope your day is going well! My apologies for the delay. Please find attached the multi-year Unified support renewal agreement for the County of Galveston. Pricing is the same as the proposal with the exception of Year 3. All contracts go through a compliance review. In this review, it was identified that Year 3 was out of compliance by \$1,000. Year 3 went from \$155,311.69 to \$156,311.69. I am available today after 1:30 pm to discuss further if needed.

- Microsoft does not require a PO for any orders. If you will be using a PO, please make your PO payable to:

Redmond, WA 98052

- Microsoft no longer accepts checks as payment. Payment will need to be EFT/ACH. The remit Information will be on your Invoice
- Please provide your tax-exempt certificate should your invoice not be taxed.


Please let me know if I can assist further. *Thank you for your partnership!*

(470) 571-1204 (Direct)



Confidentiality Notice: This document, and all information contained herein is the Confidential information of Microsoft and is disclosed to you pursuant to, and protected under, your company's nondisclosure agreement with Microsoft. Do not reshare unless expressly authorized by Microsoft in writing. Further, this document is for discussion purposes only, subject to change, and should not be interpreted as a binding agreement or commitment on the part of Microsoft.

Requester Details

	Witmer, Misty misty.witmer@galvestoncountytx.gov
Employee ID	E100765
Phone	+14097705409
Mobile	-
Job Title	Chief Information Officer
Site	Base Site
Department	Information Technology
Reporting Manager	-
Test	-

Assets belonging to the User

Name	Product	Product Type	Asset Type	Product Manufacturer	Warranty Expiry Date
Spare # 5	Nighthawk M6	Air Cards	Asset	Netgear	-
PHDGH05353	LaserJet Pro M404dw	Printer	Asset	HP	-
FCH2049FNU6	UC Conference Phone - 8841	Desktop Phones	Asset	Cisco	-
1L86WN3	U2722D	Monitor	Component	Dell	-
0F00Q1823083BF	Surface Pro 9	Workstation	Asset	Microsoft	-

Microsoft Enterprise Services Work Order TX DIR CPO-4911

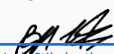
Work Order Number
(Microsoft Affiliate to complete)

GVS12503-1011543-1011543

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement reference U9038431, effective as of 11/15/2021 (the "Agreement"), the provisions of the Description of Services applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer
Name of Customer (please print)
County of Galveston
Signature
Name of person signing (please print)
Title of person signing (please print)
Signature date
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

Microsoft Affiliate	
Name	
Microsoft Corporation	
Signature	
 <small>Josh Stikeleather (Feb 19, 2025 17:18 EST)</small>	
Name of person signing (please print)	
Josh Stikeleather	
Title of person signing (please print)	
Support Specialist	
Signature date (effective date)	
Feb 19, 2025	

Does Customer issue or require a customer purchase order for the payment of Microsoft Services?
☐ Yes or ☒ No

If "No" is selected above, Customer represents and warrants that it does not require purchase order(s) be submitted to Microsoft for payment of the Microsoft Services Fees listed herein. Customer will not withhold payment of Microsoft's invoice due to the absence of a purchase order reference.

If no purchase order is required, Customer must complete "Customer invoice information" below and ensure it is accurate or revised in a timely manner. Further, the below "Customer invoice information" must be completed prior to: (a) Customer signing this Work Order; and (b) Microsoft invoicing Customer.

Customer invoice information		
Name of Customer COUNTY OF GALVESTON		Contact Name (Receives invoices under this Work Order) Firas Azez
Street Address Accounts Payable 722 Moody, 4th Floor		Contact E-Mail Address Firas.Azez@galvestoncountytexas.gov
City GALVESTON	State/Province Texas	Phone 409-770-6200
Country United States	Postal Code 77550	Fax

Support Services and Fees

Term.

Microsoft Enterprise Support Services will commence on 3/15/2025 (the "Support Commencement Date") and will expire on 3/14/2028 (the "Support Expiration Date").

Description of Services.

Please refer to the current Unified Support Services Description ("USSD") which will be incorporated by reference and is published by Microsoft from time to time at www.microsoft.com/unified-support-services-description. Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

Services by Support Location:

YEAR 1 Unified Enterprise Support - 2025-26 USA - SLG - Enterprise West 3/15/2025 - 3/14/2026		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

YEAR 1 Enhanced Designated Engineering Modern Work - 2025-26 USA - SLG - Enterprise West 3/15/2025 - 3/14/2026		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
200 hr	Enhanced Designated Engineering Modern Work	Designated Support Engineering

YEAR 1 Enhanced Security Cybersecurity Incident Response - 2025-26 USA - SLG - Enterprise West 3/15/2025 - 3/14/2026		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
150 hr	Cybersecurity Incident Response Service	Security Services

YEAR 1 Unified Proactive Services Add on Unified Proactive Svcs Enterprise Security - 2025-26 USA - SLG - Enterprise West 3/15/2025 - 3/14/2026		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Onsite Visit	Onsite Support

YEAR 2 Unified Enterprise Support - 2026-27 USA - SLG - Enterprise West 3/15/2026 - 3/14/2027		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

YEAR 2 Enhanced Designated Engineering Modern Work - 2026-27 USA - SLG - Enterprise West 3/15/2026 - 3/14/2027		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
200 hr	Enhanced Designated Engineering Modern Work	Designated Support Engineering

YEAR 2 Enhanced Security Cybersecurity Incident Response - 2026-27 USA - SLG - Enterprise West 3/15/2026 - 3/14/2027		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
150 hr	Cybersecurity Incident Response Service	Security Services

YEAR 2 Unified Proactive Services Add on Unified Proactive Svcs Enterprise Security - 2026-27 USA - SLG - Enterprise West 3/15/2026 - 3/14/2027		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Onsite Visit	Onsite Support

YEAR 3 Unified Enterprise Support - 2027-28 USA - SLG - Enterprise West 3/15/2027 - 3/14/2028		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

YEAR 3 Enhanced Designated Engineering Modern Work - 2027-28 USA - SLG - Enterprise West 3/15/2027 - 3/14/2028		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
200 hr	Enhanced Designated Engineering Modern Work	Designated Support Engineering

YEAR 3 Enhanced Security Cybersecurity Incident Response - 2027-28 USA - SLG - Enterprise West 3/15/2027 - 3/14/2028		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
150 hr	Cybersecurity Incident Response Service	Security Services

YEAR 3 Unified Proactive Services Add on Unified Proactive Svcs Enterprise Security - 2027-28 USA - SLG - Enterprise West 3/15/2027 - 3/14/2028		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Onsite Visit	Onsite Support

Support Services Fees.

The items listed in the table above represent the services that Customer has purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are non-refundable and prepaid at year one and subsequent anniversaries of the Support Commencement Date. Before Microsoft commences provision of Microsoft Support Services, Microsoft must receive a signed copy of this Work Order and Customer's payment, purchase order or, if applicable, completed Customer invoice information above. Microsoft will invoice Customer, and Customer agrees to pay Microsoft within **30 calendar days** of the date of Microsoft invoice. Please note that failure of payment to Microsoft may result in service suspension. Microsoft reserves the right to adjust Microsoft fees in connection with implementing any changes requested by Customer to the Microsoft Support Services ordered herein. Any modified fees will be documented in an amendment.

Cybersecurity Incident Response Services Fees.

The Cybersecurity Incident Response Services hours listed in the table below are the services that Customer agrees to pay up front for use during the term of the Cybersecurity Incident Response Services. Accordingly, Customer agrees to pay up front in full the Total Estimated Fees shown in the table below for the Cybersecurity Incident Response Services. All fees paid up front are non-refundable. Any Cybersecurity Incident Response Services hours not consumed prior to the Cybersecurity Incident Response Services Expiration Date will be forfeited. The Total Estimated Fees do not include fees for Products. Customer will pay Microsoft within 30 calendar days of the date of Microsoft invoice.

Support Services Fee Summary	Year 1 3/15/2025- 3/14/2026	Year 2 3/15/2026 - 3/14/2027	Year 3 3/15/2027 - 3/14/2028	Total (USD)
Appraised Product Spend	853,382.00	853,382.00	853,382.00	2,560,146.00
Unified Base Ent	67,573.85	67,573.85	67,573.85	202,721.55
Sub-Total: Microsoft Unified	67,573.85	67,573.85	67,573.85	202,721.55
Pro Svs Ent AddOn Sec	2,000.00	2,000.00	2,000.00	6,000.00
EDE Modern Work	84,350.00	84,350.00	84,350.00	253,050.00
CybersecurityEnhancedSolutions	92,950.00	92,950.00	92,950.00	278,850.00
Add-Ons	179,300.00	179,300.00	179,300.00	537,900.00
Add On Adjustment	(88,749.54)	(78,765.42)	(65,562.16)	(233,077.12)
Flex Allowance	(25,000.00)	(25,000.00)	(25,000.00)	(75,000.00)
Subtotal Add-Ons	65,550.46	75,534.58	88,737.84	229,822.88
Total Fees (excluding taxes)	\$ 133,124.31	\$ 143,108.43	\$ 156,311.69	\$ 432,544.43

Cybersecurity Incident Response Services Fees will not exceed the Total Estimated Fees indicated in the table above without prior approval from Customer and a mutually acceptable amendment to this Work Order. In the event that such approval must be sought, but is not provided, notwithstanding anything to the contrary, Customer acknowledges and agrees that Microsoft has no further obligation to continue providing Cybersecurity Incident Response Services.

The Microsoft Unified fees described above are based on a tiered rate structure along with the total value each year for Customer's validly licensed, commercially released and generally available Microsoft products, and cloud services subscriptions as identified in Appendix A of this Work Order (collectively, the "Appraised Product Spend") to calculate Customer's Microsoft Unified fees for the 3 Years Support Term.

Prior to each contract anniversary of the Support Commencement Date, Customer's Appraised Product Spend will be re-calculated for the upcoming contract year. If Customer's product spend increases over the previous 12 months ("Actual Product Spend") by more than five percent (5%) above the Appraised Product Spend shown for that year in the Support Services Fee Summary table above, Microsoft will recalculate the associated Microsoft Unified fees for the upcoming contract year. The recalculated Microsoft Unified fees will be based on the Actual Product Spend and the Unified rates listed in the Rate Table below. Microsoft will invoice the customer for the difference between the re-calculated price and the original scheduled Microsoft Unified fees sub-total from the Support Services Fee Summary table above. Customer agrees to pay Microsoft such additional amounts within 30 calendar days of the date of Microsoft's invoice. Please note that failure of payment to Microsoft may result in service suspension. Enterprise Customer may receive additional Flex Allowance which may be applied towards new proactive services, enhanced services and solutions services, and/or custom proactive services. Should Customer fail to allocate the Flex Allowance prior to the contract anniversary, Microsoft may apply the additional Flex Allowance towards new proactive credits.

Microsoft Unified – Rate Table			
Enterprise package	Server	User	Azure
Year 2 Discounted Rate %	6.45%	4.84%	6.45%
Year 3 Discounted Rate %	7%	5.25%	7%

Billing Schedule	Billing Date (M/d/yyyy)	Fee USD
One Time Payment	3/15/2025	133,124.31
One Time Payment	3/15/2026	143,108.43
One Time Payment	3/15/2027	156,311.69
Total Fees (excluding taxes)		\$ 432,544.43

Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released, and generally available Microsoft products, and cloud services subscriptions purchased by Customer or Customer's Affiliate: i) under the licensing enrollments and agreements, as indicated in Appendix A; and ii) during the Term of this Work Order. Such products and subscriptions exclude those purchased by any party that is not Customer's Affiliate as of the Support Commencement Date.

Customer Named Contact(s).

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator Firas Azez		
Street Address 722 Moody Ave, 2nd FL		Contact E-Mail Address Firas.Azez@galvestoncountytexas.gov
City GALVESTON	State/Province TX	Phone 409-770-6200
Country United States	Postal Code 77550	Fax

Unforeseen Circumstances. In the event of unforeseen circumstances resulting from causes beyond Microsoft's commercially reasonable control, Microsoft will not be responsible for any delay or inability to perform Cybersecurity Incident Response Services.

Public Statements. Customer is not permitted to make any public statements identifying or regarding Microsoft, its Affiliates, or its contractors/subcontractors in relation to the Event or the

services, findings, Services Deliverables, or other information provided under this Work Order without its express prior written consent.

Use, ownership, restrictions and rights.

Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the information about Microsoft Products and Professional Services available through volume licensing. The Product Terms are published on the Volume Licensing Site and is updated from time to time. "Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

Fixes.

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-

exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

Non-Microsoft software and technology.

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables.

Affiliates' rights

"Affiliate" means any legal entity that controls, is controlled by, or that is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

Customer may sublicense the rights contained in this section relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

Restrictions on use.

Customer must not (and is not licensed to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Work Order or Product documentation, Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

Reservation of rights.

Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

Microsoft Professional Services Data Protection Addendum and Confidentiality.

"Professional Services Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by, or on behalf of, Customer (or that Customer

authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

The data protection terms applying to Professional Services in effect on the effective date of this Work Order and available at <https://aka.ms/eswodpa> are incorporated herein by this reference.

For liability arising out of either party's confidentiality obligations relating to Professional Services Data provided under this Work Order, each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer paid for the applicable Professional Services under this Work Order.

Attachments

The following documents are attached at the execution of this Work Order:

- ☒ Exhibit: Unified-DART-CybersecurityIncidentResponseExhibit_Galveston.docx

Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
Leslie Foster	
Phone	Contact E-Mail Address v-lfoster@microsoft.com

Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
GALVESTON COUNTY-61941457-AZURE GCC COMM	Enterprise 6	5251467
GALVESTON COUNTY	Enterprise 6	61941457

Microsoft Support Services Exhibit

Cybersecurity Incident Response Services

Enterprise Services Work Order	GVS12503-1011543-1011543
--------------------------------	--------------------------

This Exhibit is made pursuant to the Microsoft Enterprise Services Work Order identified above ("Work Order"). The terms of the Unified Support Services Description ("USSD") and Work Order are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the USSD and Work Order.

Cybersecurity Services Overview.

Customer is entitled to the below specialized cybersecurity-related assistance with the purchase of Microsoft Cybersecurity Incident Response ('Cybersecurity Services').

Detailed Service Description.

Requests should be initiated through a support case, as indicated in the USSD. Please note that standard expected response times apply. Support cases will be triaged to specialized teams for additional support, if necessary.

The Cybersecurity Services will be provided to you by a team of Microsoft support resources that may include:

- Your Unified Support Customer Support Account Manager ("CSAM") ;
- A team of Microsoft engineers ("Engineers") from the Detection and Response Team (DART) with deep knowledge of cybersecurity Incident Response
- Microsoft Security Cloud Solution Architects (CSAs) with specialized skills to augment the Detection and Response Team (DART) engineers.

How to Engage for a Cybersecurity Incident:

- Open a reactive support case, as outlined in the USSD, noting a potential security incident. Initial investigation will be performed and DART will be engaged when deeper investigation and/or containment measures is warranted.
- Standard expected response times apply for all reactive support cases.
- All proactive engagement requests will be initiated through the Customer's Customer Success Account Manager (CSAM).

How to Engage for pre-incident Services:

- Contact your CSAM to scope and schedule pre-incident Services.

Incident Response Services:

1. Services Within Scope

Areas within scope	Assumptions
<p>Pre-Incident Services</p> <p>Customer may use available Cybersecurity Incident Response hours for pre-incident Services.</p> <ul style="list-style-type: none"> Types of Services Within Scope <ul style="list-style-type: none"> Cybersecurity Incident Response service onboarding Compromise assessments <ul style="list-style-type: none"> Cybersecurity Zero Trust architecture and resiliency risk assessments Threat intelligence briefings Incident Response Plan (MIRP) best practices review and preparedness feedback 	<ul style="list-style-type: none"> specific scope and hours estimates customized per delivery Standard staffing lead times apply Services out of Scope: Non-Security related engagements
<p>On-Premises System Investigation:</p> <ul style="list-style-type: none"> Investigation of Windows environments, including: <ul style="list-style-type: none"> Workstations Member servers Domain controllers Investigation of Linux environments within the supported distributions/versions. 	<ul style="list-style-type: none"> The assessment provides: <ul style="list-style-type: none"> Threat hunt and forensic analysis of machines of interest. Reverse engineering of suspicious files. Security configuration assessment of Active Directory/Microsoft Entra ID. Analysis /remediation of supported endpoints Linux endpoints may be in scope for cybersecurity Incident Response engagements, but in a limited format. In-scope, non-Windows operating systems may include, but are not limited to: <ul style="list-style-type: none"> Red Hat—Red Hat Enterprise Linux (RHEL), Fedora, CentOS, AlmaLinux, and Oracle Linux. Debian—Debian, Ubuntu, Mint OS, and Kali. SUSE—openSUSE, SUSE Linux enterprise desktop (SLED), and SUSE Linux Enterprise Server (SLES). <p>Investigation of MacOS systems, where Defender for Endpoint (MDE) can be deployed</p> <p>Note that compatibility with Microsoft security technologies may be dependent on kernel version. Previous kernel versions may be</p>

Areas within scope	Assumptions
	<p>supported on a commercially reasonable effort basis.</p> <p>Out of scope operating systems include (but are not limited to):</p> <ul style="list-style-type: none"> ○ Custom Linux kernels ○ BSD
<p>Microsoft Entra ID & O365 Investigation:</p> <p>Microsoft will assist with assessment of Microsoft Entra ID/Office 365 environments, including:</p> <ul style="list-style-type: none"> • O365 tenant(s) • Microsoft Entra ID (AAD) 	<p>Assessment provides:</p> <ul style="list-style-type: none"> • Investigation of suspected identities and potentially compromised accounts • Investigation of key data points across O365 services • Security components assessment of O365 Architecture • Risk management recommendations to protect O365 services • Custom threat profile of high-risk users
<p>Tactical Recovery & Containment:</p> <ul style="list-style-type: none"> • Assistance in containing and recovering from a security incident, which includes support for: <ul style="list-style-type: none"> ○ Restoration and hardening of critical Tier 0 assets, such as Microsoft Entra ID, HyperV, Windows Server Update Services (WSUS), Active Directory Federation Services (AD FS), and Active Directory Certificate Services (AD CS). ○ Hardening of key cloud services related to the protection of attack paths frequently used by Threat Actors in products such as Exchange Online Protection (EOP), Defender for Office 365 (MDO), Microsoft Entra ID and it's associated sub-services. ○ Regain control of the customer's Microsoft identity by disrupting the attacker's activity. This may be achieved through a combination of actions including: close the Command-and-Control (C2) channels, harden identity, endpoints, and servers, isolate and rebuild planning and support or guidance of compromised systems. 	

2. Services Out of Scope – Incident Response

Any area not explicitly listed in "Areas Within Scope" is out of scope for this Exhibit. Out of scope areas for this engagement include, but are not limited to, the following:

- Analysis of Networking equipment
- Comprehensive analysis of endpoints running legacy (unsupported) operating systems
- Data migration activities
- Provision of formal training
- Decryption support for encrypted files or hosts
- Investigation, validation, or remediation of individual security alerts or indicators of compromise outside of active incident response engagement
- Constant, or continuous, security monitoring after the engagement has concluded and/or monitoring outside of standard business hours
- Providing decryptors for encrypted systems
- Ransomware negotiation
- Any work that is required to meet evidentiary standards for legal admissibility in a court of law
- Preparation of systems run books, playbooks, or operational manuals
- Project management of individual projects
- Asset discovery and inventory

3. Assumptions

Support services delivered under this Exhibit are based on the following prerequisites and assumptions:

- This Exhibit is considered the baseline scope document outlining Microsoft's responsibilities for assistance.
- This Exhibit is generated based upon currently known information deemed to be accurate and correct.
- All Support Service resources will have the appropriate level of security access and access to relevant data required to complete Project-related efforts.
- All work is delivered during normal business unless otherwise mutually agreed.

- Cybersecurity Incident Response is typically staffed by a shared cybersecurity incident responder resource pool.
- Only currently supported Microsoft operating systems are guaranteed to be in-scope. Non-supported Microsoft operating systems may be deprecated from analysis at any time.
- Written deliverables are available in English language only.
- Services may be delivered remotely or onsite at customer location based on the agreement of the parties.

Customer will provide:

- Accurate and complete information provided, as needed, including identification of systems of interest, overviews of IT infrastructure/topology, and findings from relevant investigation(s).
- Subject matter specialists and Systems Administrators, as necessary, so that proper access to system may be obtained.
- Timely decisions and approvals by management, as needed.
- Full empowerment for security incident responders to fully perform the forensic investigative processes and procedures it employs as part of its standard protocols, free of encumbrances created by third-parties, such as other incident response vendors. Any failure by Customer, or its representatives or agents, to fully empower Microsoft to perform its work may result in delays of service or inadequate outcomes.

4. Customer System Requirements

- An operational solution to remotely deploy the required tools for the Incident Response engagement (e.g., SCCM, Active Directory GPO, or other).
- Maintain Microsoft Entra ID accounts with Global Administrator permissions, as needed.
- Deployment of specialized analytics tools, indicated and provided by the Microsoft cybersecurity delivery team. Tools required for analysis, may include the following, among a range of potentially required analytics tools:
 - Fennec: Fennec is a Microsoft proprietary tool, which will be provided by Microsoft directly to the Customer when ready to deploy. Fennec is an “agentless”, one-time scanning tool that provides an investigative snapshot of scanned machines.
 - Linux Forensic Examination Tool(“LIFE”): LIFE is a proprietary tool, which will be provided by Microsoft directly to the Customer when ready to deploy. LIFE gathers a snapshot of information

about files, programs, processes, and users on Linux machines throughout their organization to augment the Incident Response investigation.

- FoX: FoX is a proprietary forensics tool deployed to machines of particular interest or where deeper additional information is required.
- Arctic : Arctic is a tactical identity forensics tool that enumerates aspects of Active Directory Domain Services to allow for identification of adversary persistence
- Cosmic: COSMIC is an Azure cloud forensics tool that enumerates aspects of Entra ID to allow for identification of adversary persistence.
- Microsoft Defender for Endpoint: Microsoft's endpoint detection and response (EDR) solution provides continuous monitoring for additional adversary activity. An agent is required for in-scope, non-Windows 10/11 machines.
- Microsoft Defender for Identity: Defender for Identity analyzes authentication traffic on Customer's Domain Controllers to identify suspicious activity and identity-based attacks. Solution requires an agent to be deployed to each Domain Controller, Active Directory Certificate Services (ADCS) and Active Directory Federation services (ADFS) where applicable.

5. Access required for analysis:

- Global Administrator access in Microsoft Entra ID is required for successful completion of the engagement.
- Microsoft may leverage access into your Azure and Office 365 environment to perform analysis and investigation.

Note: Microsoft will notify Customer if additional tools are required based on initial findings and understanding of the specific scenario.

6. Deliverables

Deliverables for Cybersecurity Incident Response engagements may include:

Deliverable	Description
Outbrief Report	an "outbrief" document in Microsoft Powerpoint format, prepared by the delivery team, summarizing key investigative findings, which may include assessment of risk and/or recommendations for remediation
Outbrief Presentation	an outbrief presentation to Customer verbally to communicate the findings described in the outbrief document
Timeline Report	if technically feasible and supporting data exists, a timeline document in Microsoft Excel identifying and documenting the location of relevant supporting data and files analyzed during the course of the engagement

Power BI Dashboard	a Microsoft PowerBI Dashboard showing technical information concerning the findings from the Fennec scanner, except in rare circumstances when it cannot be generated for technical reasons
---------------------------	---

Deliverables (as defined above) will be delivered within the ten (10) calendar days following the conclusion of the Cybersecurity Incident Response engagement, unless Customer choose not to receive the Deliverables. The Customer's choice not to receive the Deliverables is no fault of Microsoft under any circumstances, and any obligation of Microsoft to deliver said Deliverable(s) expires 10 calendar days after the final day of the engagement, unless otherwise mutually agreed by Microsoft and Customer.

Cybersecurity Incident Response deliverables may provide the following:

- Identity of systems that may be compromised
- Identity of systems that may be vulnerable (e.g., machines missing critical patches and/or antivirus definitions and identification of commonly exploited applications)
- Results of forensic analysis of hosts of interest
- Results of reverse engineering of suspicious files
- Guidance for a customer to take proactive steps to improve their security posture

Cybersecurity Incident Response deliverables do not provide the following:

- Attribution of attacker including the identity, motives or origin
- Chain of custody of evidence (e.g., IOCs)
- Compliance assessment with any standard or framework, e.g., security or privacy standards
- Remediation efforts
- Source code review
- Organizational change management
- Technical and/or architectural IT systems design
- Detailed analysis or risk assessments of existing security controls and how they are implemented

Customers who seek findings pertaining to compliance and regulations should be conducted separately by professional services firms that specialize in audit and

assurance. Customers should independently validate whether a Microsoft Cybersecurity Incident is covered by their insurance policy, if applicable.



GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***29.**

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

- 1) **Date of Request:** 2/24/2025
- 2) **Contract Type:** Expense
- 3) **Renewal Contract:** Yes
- 4) **Department Name:** Information Technology
- 5) **Department Contact:** Misty Witmer
- 6) **Description:** Consideration of approval of Microsoft Enterprise Agreement Renewal year 3 with SHI Govt Solutions submitted by Information Technology
- 7) **PEID No:** 703308
- 8) **Req No:** N/A
- 9) **Orgkey:** 1101159100
- 10) **Object Code:** 5419310
- 11) **Vendor:** SHI Govt Solutions
- 12) **Vendor Contract No:** DIR-CPO-5237

Expenditure Budget/Revenue Projections

- 13) **Fund Name:** General
- 14) **Fund #:** 1101
- 15) **Current Year Budgeted:** \$875,000.00
- 16) **Current Year Projected:** \$888,536.24
- 17) **Year 2:**
- 18) **Year 3:**
- 19) **Year 4:**
- 20) **Year 5:**
- 21) **Totals:**

To Be Completed by Purchasing Department

- 22) **Contract Start Date:** 4/1/2025
- 23) **Auto Renewal Contract:** No
- 24) **Bid No:** N/A
- 25) **Contract End Date:** 3/31/2026
- 26) **Contract # Issued by Purchasing Department:** SC-0000644 / Bonfire 207542

NOTES: HB1295 on file - Court approval to use DIR was on 03/09/2020
The overage will come from the Varonis savings

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	2/24/25 10:23 am
2	Misty Witmer	Approve	2/24/25 10:25 am
3	Melissa Fleming	Approve	2/24/25 10:53 am
4	Rufus Crowder	Approve	2/25/25 12:40 pm
5	Sergio Cruz	Approve	2/25/25 2:06 pm
6	Randall Rice	Approve	2/25/25 2:13 pm
7	Veronica Van Horn	Approve	2/26/25 2:29 pm



Information Technology Department

5WH-

CAR Form Description:

What:

Who:

Where:

When:

Why:

Additional Information:

<u>Item/Description</u>	<u>Qty</u>	<u>Units</u>	<u>Total</u>
-------------------------	------------	--------------	--------------

Total \$

Maintenance: Software Hardware FY: Renewal: Budget Amount:

DIR Contract Yes DIR-CPO-5237 No

Charge to account:

Submitted by: Date:

Microsoft Enterprise Agreement - Year 3

Requested by Perez, Claudia on Feb 21, 2025 03:49 PM | Approval Status : Not Configured

Request Details

Request Type	Service Request	Mode	Not Assigned
Status	Open	Level	Not Assigned

Requester Details

Requester Name	Perez, Claudia	Assets	-
----------------	----------------	--------	---

Site	Base Site	Category	Purchasing
Group	Business Office	Sub Category	Services
Technician	Not Assigned	Item	Not Assigned
Total Cost	888536.24 \$		
Has your department budgeted for this?	Yes		
Date Needed Completed By:	Mar 31, 2025 03:48 PM		

OIT Business Office Use Only

Fiscal Year	Not Assigned	Budget Amount	Not Assigned
Maintenance	Not Assigned	DIR Contract	Not Assigned
Submitted By:	Not Assigned	Submitted Date	Not Configured

Created Date	Feb 21, 2025 03:49 PM	Responded Time	Not Configured
Due by date	Mar 7, 2025 03:49 PM	Completed Time	Not Configured
Response Due Date	Not Configured		

Emails to Notify	-
------------------	---

Created By	Perez, Claudia	Department	Information Technology
Template	Purchase Supplies or Services	Service Category	Purchasing
SLA	10 Day Resolution		

Description


Describe what is being purchased?
Year 3 - Microsoft Enterprise Agreement. (see attachment for details information and quote)

Why is this equipment needed?

What Department and\or who will use this item?

Additional Information - URLs or places items can be purchased:

Requester Details

	Perez, Claudia claudia.perez@galvestoncountytx.gov
Employee ID	E01437
Phone	+14097706200
Mobile	-
Job Title	IT Infrastructure Engineer
Site	Base Site
Department	Information Technology
Reporting Manager	Azez, Firas
Test	-

Assets belonging to the User

Name	Product	Product Type	Asset Type	Product Manufacturer	Warranty Expiry Date
FCH2140D1DB	UC Conference Phone - 8841	Desktop Phones	Asset	Cisco	-
DX813H3	U2722D	Monitor	Component	Dell	Mar 16, 2025
665NGN3	WD19S	Docking Station	Component	Dell	-
4g6ld42.gc.pri	Precision T1700	Workstation	Asset	Dell Inc.	-

Checklists

No checklists available

Resolution

No resolution available



Pricing Proposal
Quotation #: 25888382
Reference #: EA - 61941457
Created On: 2/26/2025
Valid Until: 3/31/2025

TX-County of Galveston

Claudia Perez

722 MOODY 202
ATTN: ACCOUNTS PAYABLE
GALVESTON, TX 77550
United States
Phone: (409) 770-6201
Fax:
Email: Claudia.Perez@galvestoncountytx.gov

Inside Account Manager - Public Sector

Victor Arias

290 Davidson Ave.
Somerset, NJ 08873
Phone: (732)-317-6938
Fax:
Email: Victor_arias@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Visio Professional ALng LSA Microsoft - Part#: D87-01057 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2025 – 3/31/2026 Note: Year 3 of 3	5	\$232.48	\$1,162.40
2 Visio Professional ALng SA Microsoft - Part#: D87-01159 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2025 – 3/31/2026 Note: Year 3 of 3	15	\$108.06	\$1,620.90
3 Visual Studio Pro MSDN ALng SA Microsoft - Part#: 77D-00111 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2025 – 3/31/2026 Note: Year 3 of 3	2	\$302.06	\$604.12
4 SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2025 – 3/31/2026 Note: Year 3 of 3	65	\$633.60	\$41,184.00
5 Win Remote Desktop Services CAL ALng SA UCAL Microsoft - Part#: 6VC-01254 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2025 – 3/31/2026 Note: Year 3 of 3	100	\$23.74	\$2,374.00

6	Win Server DC Core ALng LSA 2L Microsoft - Part#: 9EA-00039 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2025 – 3/31/2026 Note: Year 3 of 3	80	\$288.97	\$23,117.60
7	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2025 – 3/31/2026 Note: Year 3 of 3	304	\$124.43	\$37,826.72
8	M365 G3 Unified FSA Renewal GCC Sub Per User Microsoft - Part#: AAD-34700 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2025 – 3/31/2026 Note: Year 3 of 3	1373	\$325.20	\$446,499.60
9	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2025 – 3/31/2026 Note: Year 3 of 3	50	\$381.12	\$19,056.00
10	M365 G5 GCC Sub Per User Microsoft - Part#: AAL-45735 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2025 – 3/31/2026 Note: Year 3 of 3	20	\$615.96	\$12,319.20
11	Win OLS Activation User GCC Sub Per User Microsoft - Part#: VRM-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2025 – 3/31/2026 Note: Year 3 of 3	20	\$0.00	\$0.00
12	Azure prepayment - US Gov Microsoft - Part#: J5U-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2025 – 3/31/2026 Note: Year 3 of 3	5	\$1,227.90	\$6,139.50
13	Exchange Online P1 GCC Sub Per User Microsoft - Part#: 3MS-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2025 – 3/31/2026 Note: Year 3 of 3	20	\$37.32	\$746.40
14	Power BI Premium EM1 GCC Sub Microsoft - Part#: HJR-00002 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2025 – 3/31/2026 Note: Year 3 of 3	1	\$5,740.68	\$5,740.68

15	Planner & Project P5 GCC Sub Per User Microsoft - Part#: 7VX-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2025 – 3/31/2026 Note: Year 3 of 3	5	\$505.92	\$2,529.60
16	M365 G5 GCC SU M365 G3 Per User Microsoft - Part#: AAL-45737 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2025 – 3/31/2026 Note: Year 3 of 3	1423	\$200.64	\$285,510.72
17	Teams Domestic Calling Plan GCC Sub Phone System Per User Microsoft - Part#: LM9-00029 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2025 – 3/31/2026 Note: Year 3 of 3	10	\$86.88	\$868.80
18	Teams Premium GCC Sub Per User Microsoft - Part#: WFK-00004 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2025 – 3/31/2026 Note: Year 3 of 3	10	\$123.60	\$1,236.00
			Total	\$888,536.24

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Date: 2/18/2025
Program: Enterprise 6
Enrollment Number: 61941457
Quote Number: 2973898.001
Reseller Name: SHI International Corp.
Reseller Address: 290 Davidson Ave
Somerset, New Jersey, US, 08873-4145

Discount Details

For this enrollment, Microsoft provided the Customer's Partner a discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed on this form is the maximum price the Partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the discount does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner. Note that the MRP listed on this form does not include fees for non-Microsoft products, partner services or normal transaction costs. Normal transaction costs include taxes or other fees assessed by a local or federal government.

For Ordered Products

Currency	Maximum Resale Price
US Dollar	356,546.88

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Maximum Resale Price" means the sum of the Estimated Resale Price for the Microsoft Products ordered under the Customer Contract minus the discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner: SHI International Corp.

Customer: Galveston County

Signature of Customer's authorized representative:

Printed name:

Printed title:

Date:

SECTION 1 - Monthly Subscriptions									
Ordered Product Pricing & Usage Year 3									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 G5 GCC SU M365 G3 Per User	AAL-45737	Adjustable	4/1/2025	Monthly	12	20.88	1,423	United States	356,546.88
Total Year 3 Maximum Price Monthly Subscriptions									356,546.88

Future Pricing		
Enterprise Online Services		
Product Description	Part Number	Max Price(USD) / Month
Future Monthly - Enterprise Online Services		
M365 G5 GCC SU M365 G3 Per User	AAL-45737	23.10

Galveston County, Texas
Tentative Budget
Fiscal Year 2025 Contracts

Object	Pri	Description/Comments	Begin Date	End Date	Vendor	Contract Type	New (Y/N) Contract #	Qty	Unit Cost	Requested Budget	Tentative Budget
1101		Fund	General Fund								
1591 Department: Information Technology											
159100 Division: Information Technology											
5746100	01	Cisco Flex Collaboration	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	N	1	134,000	134,000	134,000
		Cisco Flex Collaboration and Contact Center Yr 5 of 5			Bid and Contract Vendor		TBD				
5746100	01	Microsoft EA Renewal Year 3 of	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	N	1	875,000	875,000	875,000
					Bid and Contract Vendor		TBD				
5746100	01	ServiceDesk Plus	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	N	1	37,000	37,000	37,000
					Bid and Contract Vendor		TBD				
5746100	01	Solarwinds Subscription	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	N	1	37,000	37,000	37,000
					Bid and Contract Vendor		TBD				
5746100	01	Varonis Software Subscription	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	N	1	217,000	217,000	217,000
					Bid and Contract Vendor		TBD				
5746100	01	VMWare Subscription	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	N	1	185,000	185,000	185,000
		VMWare Subscription (Does not include Horizon)			Bid and Contract Vendor		TBD				
5746100	01	Genetec	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	N	1	120,000	120,000	120,000
					Bid and Contract Vendor		TBD				



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***30.**

Consideration for authorization to re-solicit for motor fuels on behalf of the Galveston County Fleet Department submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 3:30 pm



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

February 12, 2025

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: ITB #B222016, Motor Fuels
Contract #CM21455

Gentlemen,

The contract associated with ITB #B222016, Motor Fuels, is scheduled to expire on June 11, 2025. There are no further extensions.

Authorization is requested to re-solicit for these products and services.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Rufus", followed by a long horizontal line extending to the right.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Dickey, Tammy

From: Fleming, Melissa
Sent: Wednesday, February 12, 2025 3:25 PM
To: Dickey, Tammy
Subject: FW: B222016 - Motor Fuels - CM21455

Hi Tammy,

This is for B222016 - Motor Fuels.

Sincerely,
Melissa Fleming
Contract Administrator
Galveston County Purchasing Department
Galveston County Courthouse
722 21st. Street, 5th Floor
Galveston, Texas 77550
Office: (409) 770-5375
Fax: (409) 765-3106
e-mail: melissa.fleming@galvestoncountytexas.gov



Principles and Practices of Public Procurement
Accountability, Ethics, Impartiality, Professionalism, Service, Transparency

From: Bryant, Elizabeth <Elizabeth.Bryant@galvestoncountytexas.gov>
Sent: Wednesday, February 12, 2025 2:49 PM
To: Fleming, Melissa <Melissa.Fleming@galvestoncountytexas.gov>
Subject: Re: B222016 - Motor Fuels - CM21455

Confirmed, we need to re-bid Fuel please.

Get [Outlook for iOS](#)

From: Fleming, Melissa <Melissa.Fleming@galvestoncountytexas.gov>
Sent: Wednesday, February 12, 2025 2:39:23 PM
To: Bryant, Elizabeth <Elizabeth.Bryant@galvestoncountytexas.gov>
Subject: B222016 - Motor Fuels - CM21455

Hi Elizabeth,

The contract for Motor Fuels will reach the end date on 06/11/2025. There are no further extensions to offer. Please confirm the department would like to rebid this service.

Sincerely,
Melissa Fleming
Contract Administrator



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***31.**

Consideration for authorization to re-solicit for precoat topping rock on behalf of the Galveston County Road & Bridge Department submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 3:50 pm



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

February 12, 2025

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: ITB #B222023, Precoat Topping Rock
Contract #CM21523

Gentlemen,

The contract associated with ITB #B222023, Precoat Topping Rock, is scheduled to expire on July 10, 2025. There are no further extensions.

Authorization is requested to re-solicit for these products and services.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in dark ink, appearing to be "Rufus G. Crowder", is written over a horizontal line.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Dickey, Tammy

From: Fleming, Melissa
Sent: Wednesday, February 12, 2025 3:23 PM
To: Dickey, Tammy
Subject: FW: B222023 - Precoat Topping Rock - CM21523

Hi Tammy,

This is for B222023 - Precoat Topping Rock.

Sincerely,
Melissa Fleming
Contract Administrator
Galveston County Purchasing Department
Galveston County Courthouse
722 21st. Street, 5th Floor
Galveston, Texas 77550
Office: (409) 770-5375
Fax: (409) 765-3106
e-mail: melissa.fleming@galvestoncountytx.gov



Principles and Practices of Public Procurement
Accountability, Ethics, Impartiality, Professionalism, Service, Transparency

From: Wallace, Tiffany <Tiffany.Wallace@co.galveston.tx.us>
Sent: Wednesday, February 12, 2025 2:39 PM
To: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Subject: RE: B222023 - Precoat Topping Rock - CM21523

We will re bid.

Thanks,
Tiffany Wallace
Finance & Administration Manager
5115 Hwy 3 Dickinson, TX 77539
281-309-5025
Tiffany.wallace@co.galveston.tx.us



From: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Sent: Wednesday, February 12, 2025 2:37 PM
To: Wallace, Tiffany <Tiffany.Wallace@co.galveston.tx.us>
Subject: B222023 - Precoat Topping Rock - CM21523

Hello Tiffany,

The contract for Precoat Topping Rock will reach the end date on 07/10/2025. There are no further extensions to offer. Please confirm the department would like to rebid this service.

Sincerely,

Melissa Fleming

Contract Administrator

Galveston County Purchasing Department

Galveston County Courthouse

722 21st. Street, 5th Floor

Galveston, Texas 77550

Office: (409) 770-5375

Fax: (409) 765-3106

e-mail: melissa.fleming@galvestoncountytx.gov



Principles and Practices of Public Procurement

Accountability, Ethics, Impartiality, Professionalism, Service, Transparency



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***32.**

Consideration for authorization to re-solicit for motor oils, fluids & greases on behalf of the Galveston County Fleet Department submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 3:34 pm



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

February 12, 2025

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: ITB #B222018, Motor Oils, Fluids & Greases
Contract #CM21461

Gentlemen,

The contract associated with ITB #B222018, Motor Oils, Fluids & Greases is scheduled to expire on June 26, 2025 and there are no further extensions.

Authorization is requested to re-solicit for these services.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Rufus", with a long, sweeping horizontal line extending to the right.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Dickey, Tammy

From: Fleming, Melissa
Sent: Wednesday, February 12, 2025 3:22 PM
To: Dickey, Tammy
Subject: FW: B222018 - Motor Oils, Fluids, and Greases - CM21461

Hi Tammy,

This is for B222018 - Motor Oils, Fluids, and Greases.

Sincerely,
Melissa Fleming
Contract Administrator
Galveston County Purchasing Department
Galveston County Courthouse
722 21st. Street, 5th Floor
Galveston, Texas 77550
Office: (409) 770-5375
Fax: (409) 765-3106
e-mail: melissa.fleming@galvestoncountytexas.gov



Principles and Practices of Public Procurement
Accountability, Ethics, Impartiality, Professionalism, Service, Transparency

From: Bryant, Elizabeth <Elizabeth.Bryant@galvestoncountytexas.gov>
Sent: Wednesday, February 12, 2025 1:43 PM
To: Fleming, Melissa <Melissa.Fleming@galvestoncountytexas.gov>
Subject: Re: B222018 - Motor Oils, Fluids, and Greases - CM21461

Confirmed, we will need to re-bid please. I believe fuel may need re-bid as well? They are usually done around the same time.

Get [Outlook for iOS](#)

From: Fleming, Melissa <Melissa.Fleming@galvestoncountytexas.gov>
Sent: Wednesday, February 12, 2025 1:40:40 PM
To: Bryant, Elizabeth <Elizabeth.Bryant@galvestoncountytexas.gov>
Subject: B222018 - Motor Oils, Fluids, and Greases - CM21461

Hi Elizabeth,

The contract for Motor Oils, Fluids, and Greases will reach the end date on 06/26/2025. There are no further extensions to offer. Please confirm the department would like to rebid this service.

Sincerely,
Melissa Fleming
Contract Administrator



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***33.**

Consideration for authorization to extend the contract for RFP #B232012, Local Trucking Services on behalf of the Galveston County Road & Bridge Department submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 3:06 pm



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

February 20, 2025

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: RFP #B232012, Local Trucking Company
Contract #CM23157

Gentlemen,

The contract associated with RFP #B232012, Local Trucking Company, is scheduled for its second extension on April 3, 2025. The contracted vendor for this service is J R Contreras Trucking, LLC. No amendments to the contracts have been requested at this time.

It is requested that an extension be authorized.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Rufus G. Crowder", is written over a horizontal line.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston



County of Galveston

Date: 02/12/2025

To: Rufus Crowder
Purchasing Agent

From: Lee Crowder
Road Administrator

Re: CM23182/B232012- Trucking Service - Asphalt Delivery

312110, Road & Bridge Department has reviewed B232012 - CM23182 - Trucking Service - Asphalt Delivery, which will expire on 4/2/2025 and has requested to RENEW/EXTEND CONTRACT OR BID.

Decision approved electronically by **Lee Crowder, Road Administrator**



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB

PURCHASING AGENT
COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550

Thursday, February 20, 2025

J R CONTRERAS TRUCKING LLC
P.O. BOX 34533
HOUSTON, TX 77234

RE: SOLICITATION NAME: Trucking Service - Local Trucking Services
Contract # CM23157 / Bid # B232012

Good day,


The resultant contract listed below is eligible for the second extension period and requires a response from your company to initiate the next contractual period.

- Contract Number: CM23157
- Bid Number: B232012
- Solicitation Name: Trucking Service - Local Trucking Services
- Extension Period: 04/03/2025 – 04/02/2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Agent prior to any contract extension request to be placed on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter including the proposed date that this item may be placed on the Commissioners' Court agenda. Your attendance is not required.

Sincerely,
Melissa Fleming
Contract Administrator
Galveston County



ACCEPTED BY (signature)

DATE February 20, 2025



TITLE

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL LOCAL TRUCKING SERVICES GALVESTON COUNTY, TEXAS

TABLE OF CONTENTS

A.	PURPOSE.....	2
B.	EXCEPTIONS.....	2
C.	PROCUREMENT TIMELINE.....	2
D.	SUBMISSION INSTRUCTIONS	3
E.	PROPOSAL SURETY	3
F.	PERFORMANCE AND PAYMENT BONDS	3
G.	BEST AND FINAL OFFERS (BAFO)	3
H.	DAVIS-BACON WAGE RATES	3
I.	PERSONNEL TO CONTACT	3
J.	PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT	4
K.	REQUIREMENTS OF REQUEST FOR PROPOSAL	5
L.	INSURANCE.....	5
M.	NAME BRANDS	6
N.	INTENT.....	6
O.	TECHNICAL SPECIFICATIONS.....	6
P.	COST	6
Q.	DELIVERY LOCATIONS.....	6
R.	DELIVERY TIME.....	6
S.	ORDERING.....	6
T.	UNCONDITIONAL TERMINATION FOR CONVENIENCE.....	6
U.	TERMINATION BY THE COUNTY.....	7
V.	INVOICES:.....	7
W.	REQUIRED RESPONDENT INFORMATION	8
X.	AWARD CRITERIA.....	8

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL LOCAL TRUCKING SERVICES GALVESTON COUNTY, TEXAS

The General Provisions and the Special Provisions of this Request for Qualification and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

A. PURPOSE

The County of Galveston is seeking a vendor to provide Tandem Truck hauling services for Hot Mix Asphalt and various other aggregates from Houston to Galveston County. Tandem Trucks are required to haul a minimum of 18 tons and deliver to the hopper of a CAT laydown machine.

B. EXCEPTIONS

Any exceptions to these solicitation conditions should be listed on a separated sheet of paper, attached to respondent's submittal, and submitted with response at the specified date and time of the solicitation opening.

C. PROCUREMENT TIMELINE

A timeline for this solicitation and initial process is included below. Galveston County reserves the right to change these dates and will notify Respondents of any changes:

Advertise Solicitation (first date of publication)	Tuesday, January 31, 2023
Advertise Solicitation (second date of publication)	Tuesday, February 7, 2023
Deadline for Questions & Inquiries	Tuesday, February 14, 2023, by 5:00 p.m.
Submission Deadline / RFP Opening	Thursday, March 2, 2023, at 2:30 p.m.

Interested parties may attend the Thursday, March 2, 2023, 2:30 bid opening virtually by using the following link:

Join from the meeting link
<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=m36c30550448cc9e7cfa625ae4b79b905>

Join by meeting number
Meeting number (access code): 2480 862 5948
Meeting password: B232012 (2232012 from video systems)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24808625948## US Toll

Join by phone
+1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24808625948@galvestoncountytexas.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

D. SUBMISSION INSTRUCTIONS

One (1) unbound original proposal, and four (4) proposal copies must be submitted no later than **2:30 P.M. CST**, on **Thursday, March 2, 2023**:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550

The timestamp clock located in the Purchasing Agent's office shall serve as the official timekeeping piece for this solicitation process. Any proposals received after **2:30 P.M. CST** on the specified date will be returned unopened.

Proposal Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ <http://www.galvestoncountytx.gov/county-offices/purchasing>

E. PROPOSAL SURETY

A surety/bond *is not a requirement* of this solicitation.

F. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds *are requirements* of this solicitation.

G. BEST AND FINAL OFFERS (BAFO)

The Best and Final Offer process **is applicable** to this solicitation.

H. DAVIS-BACON WAGE RATES

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Office of Rural Community Affairs and contained in the contract documents, must be paid on this project. In addition, the successful Responder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex age or national origin.

I. PERSONNEL TO CONTACT

Respondents desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Respondent, which in the opinion of the County affects all Respondents or would be prejudicial to other Respondents if not communicated, shall be furnished to all Respondents as an addendum to the solicitation. Respondents **must** direct all inquiries to the following:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 21st Street (Moody)
Galveston, Texas 77550
e-mail: purchasing.bids@co.galveston.tx.us

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL LOCAL TRUCKING SERVICES GALVESTON COUNTY, TEXAS

Respondents must e-mail their requests (with the subject line “Local Trucking Services – RFP #B232012–Questions”) for additional information and/or clarification to the address listed above. The request must include the Responder’s name and the solicitation number and title.

Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the solicitation due date. Late requests or those not delivered to the proper address may not receive a reply. Respondents shall not attempt to contact the County by any other means. The Purchasing Agent shall post the answers on the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the solicitation Submission Deadline / Solicitation Opening date. The County, at its sole discretion, may not issue a response to an RFI submittal. Respondents should not rely on any oral or written representations, statements, or explanations, other than those made in this solicitation or in any written addendum to this solicitation. Where there appears to be conflict between the solicitation and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the County’s procurement web page. **It is the Responder’s sole responsibility to ensure receipt of all addenda prior to submitting its response.** All Respondents should check the County’s procurement web page for all addenda prior to submitting a response.

The County’s procurement web page is located at <http://www.galvestoncountytexas.gov/county-offices/purchasing>

The Respondent must acknowledge the receipt of all addenda on the forms provided. In the event a Responder fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determine that such failure to acknowledge any or all addenda does not materially affect the solicitation and waive the acknowledgement of one or more addenda.

Respondents who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the solicitation receipt date or in sufficient time for the Responder to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website pertaining to this solicitation are considered an addendum to, and part of, this solicitation. Each Responder shall be responsible to monitor the County website for new or revised solicitation information. The County shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the solicitation or formally issued as an addendum by the Purchasing Agent.

J. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT

The Program Administrator/Contract Manager that will manage the work to be performed under the resultant contract for the purpose of this solicitation is:

**Lee Crowder
Road & Bridge Administrator
5115 Highway 3
Dickinson, TX 77539**

The Galveston County Commissioners’ Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL LOCAL TRUCKING SERVICES GALVESTON COUNTY, TEXAS

as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, that pricing meets the agreed-upon pricing methodology as specified in the contract, and that funds are available.

K. REQUIREMENTS OF REQUEST FOR PROPOSAL

Respondent shall provide one (1) original and four (4) hard copies of its response to the Purchasing Agent on or before the submission deadline specified herein. Font size is limited to no smaller than font size 11, except that organizational charts, other graphics, and footers may be as small as font size 9.

Respondents shall clearly indicate which project or projects are being submitted for consideration in their cover letter.

L. INSURANCE

Responder must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Respondents may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Respondent has such insurance. Provided however, that successful Respondent(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Respondent commences any work hereunder. **Insurance shall be placed with insurers having an A.M. Best's rating of no less than A.** Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Galveston County shall be listed as an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. **Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.**

Workers' Compensation Insurance. Respondent shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its employees, including but not limited to full time, part time, and emergency employees employed by the Contractor.

Commercial General Liability. Respondent shall carry in full force commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

Business Automobile Liability. Respondent shall carry in full force 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.

Subrogation Waiver. Contractor and Contractor's insurance carrier shall waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from Contractor's performance under this Agreement.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL LOCAL TRUCKING SERVICES GALVESTON COUNTY, TEXAS

M. NAME BRANDS

The mention of name brands is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

N. INTENT

The intent of this Request for Proposal is to award a contract to the lowest-priced, most equipped, the responsible proposer(s) for trucking services.

O. TECHNICAL SPECIFICATIONS

Galveston County Road and Bridge is requiring a minimum Tandem Truck capacity of 18 tons. The tandem truck must be able to deliver to the hopper of a laydown machine. The operator and truck must be able to be pushed by the laydown machine. The trucks will need a central dispatch, who can schedule 10 or more tandem trucks per day with a 48-hour notice. Galveston County Road and Bridge may request as few as 4 trucks per day. Galveston County may require the trucks to continue delivery up to 6 consecutive days. Typical daily hauling is as follows; pick up from Galveston County's contracted hot mix plants in east downtown Houston, and deliver to various paving locations in Galveston County. Galveston County may from time to time have aggregate hauling within Galveston County.

P. COST

Any unit prices submitted by the proposer shall include all costs to the County, including the material, delivery, current freight rate, state tax, or any other cost.

Q. DELIVERY LOCATIONS

Delivery is within the limits of Galveston County. The truck hauling company shall deliver to a CAT laydown machine at the worksite at times determined by the appropriate County representative.

R. DELIVERY TIME

Normal response time suggested and expected for delivery is 48 hours from the time of contact by the County representative to the dispatched. The County will try to notify the trucking company in advance of each work period requirement stating the type of equipment, the site of work, and the number of day's equipment is to be used.

S. ORDERING

All delivery job by worksite location shall be organized by purchase order or other methods of payment authorized by the Galveston County Purchasing Agent. No deposits or retention of any type will be authorized. Rental periods shall be based net tons per mile, hourly rates for wait times, and any surcharges.

SUCCESSFUL VENDOR MUST SPECIFY WHAT CONSTITUTES MILEAGE FROM PICK-UP LOCATION TO DELIVERY LOCATION IN A PUBLISHED RATE SHEET AND PROVIDED TO GALVESTON COUNTY.

T. UNCONDITIONAL TERMINATION FOR CONVENIENCE

Galveston County may terminate the resultant agreement for convenience by providing thirty (30) calendar days advance notice to the vendor.

SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

If contractor fails to meet deadlines or fails to provide the agreed-upon service/material altogether, a termination for default may be issued. Their termination for default will be issued only after it is deemed by the County, that the vendor has failed to remedy the problem after being forewarned.

U. TERMINATION BY THE COUNTY

If the contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide the proper equipment in the time designated, or not repair or maintain equipment, or otherwise be guilty of, a substantial violation of any provision of this agreement, the County shall give the contractor fifteen (15) calendar days written notice of termination. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

If the contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this agreement.

The contractor agrees to indemnify and save harmless the County, its officers, agents, and employees, hereinafter referred to as indemnitee, from all suits, including attorney's fees and costs of litigation, actions. Loss, damage, expense, cost or claims, or any character including without limitation, injury to or death or any and all persons or property damage sustained and caused by an act, omission, neglect, or misconduct of contractor or an account of any action, claim or amount arising out of failure of the contractor under Workman's Compensation law, or arising out of failure statutes, ordinances, regulations, law or court decree.

It is the intent of the parties to this contract that the indemnitee shall, in all such instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss, or damage.

V. INVOICES:

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to:

Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, Texas 77553

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 3, item 11, Procurement Card Program.

Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

W. REQUIRED RESPONDENT INFORMATION

Respondent must provide satisfactory evidence of its ability to provide an adequate inventory of trucks, timely deliveries, and the ability to repeat deliveries in consecutive days of a paving project. The Respondent must provide the following information in the Response as follows:

- **Inventory:**
 - List the number of available trucks and caring capacity in tons of hot mix.
- **Delivery Time:**
 - Provide the estimated number of days to respond to orders for trucking services.
- **Rental Insurance Requirements:**
 - Provide any additional insurance requirements.
- **Cost:**
 - Respondent shall provide a rate sheet of delivery per mile, wait time costs, and any other surcharges.

X. AWARD CRITERIA

The selection process will be based on the response to this Request for Proposal and any interviews required to verify the ability of proposers to provide services.

- **Cost:** Pricing of delivery per net ton/mile. Pricing for wait time of more than (1) hour **25 %**
- **Time Frame for Delivery:** Can proposer meet the minimum 48-hour notice of delivery. **10%**
- **Inventory:** Ability of proposer to have adequate inventory of equipment. Describe the number of trucks available to dispatch, the capacity of each truck, and availability **45 %**
- **Insurance requirements:** **5 %**
- **Access to a central dispatch, including the location of the dispatch office.** **15 %**

By the submission of its response to this solicitation, the Respondent accepts the requirements, formatting, and evaluation process referenced herein.

End of Special Provisions



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***34.**

Consideration for authorization to extend the contract for RFP #B242012, Electrical Parts & Supplies on behalf of the Galveston County Facilities Department submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 2:48 pm



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

February 25, 2025

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: RFP #B242012, Electrical Parts & Supplies
Contract #CM24160

Gentlemen,

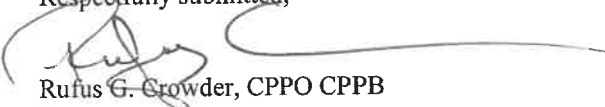
The contract associated with RFP #B242012, Electrical Parts & Supplies, is scheduled for its first extension on May 28, 2025. The contracted vendor for this service is Consolidated Electrical Distributors, Inc. dba CED Tidal Electrical.

No amendments to the contracts have been requested at this time.

It is requested that an extension be authorized.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,


Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachments



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

ERIN QUIROGA, MBA, CPPB
ASSISTANT PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

Monday, February 24, 2025

ARCONSOLIDATED ELECTRICAL DISTRIBUTORS INC
DBA: CED-TIDAL ELECTRICAL DISTRUBUTORS
4200 Gulf Freeway
LA MARQUE, TX 77568

RE: **SOLICITATION NAME: Electrical Parts & Supplies**
Contract # CM24160 / Bid # B242012

Good day,

The resultant contract listed below is eligible for the first extension period and requires a response from your company to initiate the next contractual period.

- Contract Number: CM24160
- Bid Number: B242012
- Solicitation Name: Electrical Parts & Supplies
- Extension Period: 05/28/2025 – 05/27/2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Agent prior to any contract extension request to be placed on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter including the proposed date that this item may be placed on the Commissioners' Court agenda. Your attendance is not required.

Sincerely,
Melissa Fleming
Contract Administrator
Galveston County

ACCEPTED BY (signature)

DATE

2/24/2025

Office Manager
TITLE

Dickey, Tammy

From: Anderson, Augustus
Sent: Friday, February 21, 2025 3:23 PM
To: Fleming, Melissa; Garcia, Mark
Subject: RE: B242012 - Electrical Parts & Supplies - CM24160

Hey Melissa:

Please move forward with renewal.

Thanks,

Gus Anderson

Director of Facilities

Galveston County

722 Moody

Galveston, TX 77550

Office: (409) 765-2643 | Cell: (409) 319-6018



From: Fleming, Melissa <Melissa.Fleming@galvestoncountytexas.gov>
Sent: Thursday, February 20, 2025 9:05 AM
To: Anderson, Augustus <Augustus.Anderson@galvestoncountytexas.gov>; Garcia, Mark <Mark.Garcia@co.galveston.tx.us>
Subject: B242012 - Electrical Parts & Supplies - CM24160

Hello,

The Electrical Parts & Supplies contract is up for renewal. Please advise if you wish to offer the first renewal to CED-TIDAL ELECTRICAL DISTRIBUTORS.

CM24160 / SC-0000568 / B242012 – Contract began on 05/28/2024 and is set to expire on 05/24/2025. Please let me know how you want to proceed.

Sincerely,

Melissa Fleming

Contract Administrator

Galveston County Purchasing Department

Galveston County Courthouse

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS**

Table of Contents

A. PURPOSE: 2

B. EXCEPTIONS..... 2

C. DEFINITIONS (As mentioned in FAR Subpart 52.2—Text of Provisions and Clauses) 2

D. BID/PROPOSAL GUARANTEE: 2

E. PERFORMANCE AND PAYMENT BONDS..... 2

F. BEST AND FINAL OFFERS (BAFO):..... 2

G. PROCUREMENT TIMELINE: 3

H. SUBMISSION INSTRUCTIONS: 3

I. PERSONNEL TO CONTACT REGARDING THIS SOLICITATION: 4

J. PROGRAM ADMINISTRATION: 5

K. PROPOSER’S QUALIFICATIONS: 5

L. AWARD: 6

M. INVOICES: 6

N. WARRANTY: 6

O. EVALUATION AND CRITERIA AND AWARD:..... 7

P. REQUIRED DOCUMENTS CHECKLIST..... 9

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS**

The Special Provisions and the General Provisions of this Request for Proposal and the Exhibits attached hereto are made a part of the agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

A. PURPOSE:

The County of Galveston is seeking a responsible vendor to provide Electrical Parts and Supplies as specified within this Request for Proposal. All materials must be new, of current stock, and in first-class condition unless otherwise specified.

B. EXCEPTIONS

Any exceptions to these solicitation conditions should be listed on a separate sheet of paper, attached to respondent's submittal, and submitted with response at the specified date and time of the solicitation opening.

C. DEFINITIONS (As mentioned in FAR Subpart 52.2—Text of Provisions and Clauses)

52.202-1 Definitions.

Definitions (Nov 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR [2.101](#) in effect at the time the solicitation was issued, unless—

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR [Part 31](#), for use in the cost principles and procedures.

D. BID/PROPOSAL GUARANTEE:

A bid bond is not a requirement of this solicitation request.

E. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds are not a requirement of this solicitation request.

F. BEST AND FINAL OFFERS (BAFO):

The Best and Final Offer process is applicable to this solicitation.

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS**

G. PROCUREMENT TIMELINE:

A timeline for this RFP and initial process is included below. Galveston County reserves the right to change these dates and will notify proposers of any changes via addendum:

Advertise RFP (first date of publication)	Wednesday, March 6, 2024
Advertise RFP (second date of publication)	Wednesday, March 13, 2024
Deadline for Questions & Inquiries	Wednesday, March 20, 2024 by 5:00 P.M.
RFP Bid Opening	Thursday, April 4, 2024 at 2:00 P.M.

Interested parties may attend the Thursday, April 4, 2024, 2:00 P.M. bid opening virtually by using the following link:

<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=mc3e924066b5736bcc3a840fb977b5eb3>

Join by meeting number

Meeting number (access code): 2493 775 8508

Meeting password: B242012 (2242012 from video systems)

Tap to join from a mobile device (attendees only)

+1-415-655-0001,,24937758508## US Toll

Join by phone

+1-415-655-0001 US Toll

Global call-in numbers

Join from a video system or application

Dial 24937758508@galvestoncountytexas.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

H. SUBMISSION INSTRUCTIONS:

One (1) unbound single-sided original and three (3) single-sided copies must be submitted no later than **2:00 P.M. CST, on Thursday, April 4, 2024:**

**Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550**

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS**

The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any proposals received after **2:00 P.M. CST** on the specified date will be returned unopened.

Proposal Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ <https://www.galvestoncountytexas.gov/county-offices/purchasing>

I. PERSONNEL TO CONTACT REGARDING THIS SOLICITATION:

Proposers desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Proposer, which in the opinion of the County affects all responders or would be prejudicial to other proposers if not communicated, shall be furnished to all proposers as an addendum to the solicitation. Proposers **must** direct all inquiries to the following:

**Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 21st Street (Moody), 5th Floor
Galveston, Texas 77550
E-mail: purchasing.bids@co.galveston.tx.us**

Proposers must e-mail their inquiries (with the subject line **"Electrical Parts & Supplies – RFP #B242012 – Questions"**) for additional information and/or clarification to the address listed above. The request must include the Proposer's name and the RFP number and title. ***Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the proposals due date.*** Late requests or those not delivered to the proper address may not receive a reply. Proposers shall not attempt to contact the County by any other means. The Purchasing Agent's Office shall post the answers to the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Proposal Submission Date. The County, at its sole discretion, may not issue a response to a RFI submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any issued addenda, the last addendum issued will prevail. Addenda will be posted and made available on the County's procurement web page. It is Proposer's sole responsibility to ensure receipt of all addenda prior to submitting its proposal. All Proposers should check the County's procurement web page for all addenda prior to submitting a response. The County's procurement web page is located at <http://www.galvestoncountytexas.gov/county-offices/purchasing>.

The Proposer must acknowledge the receipt of all addenda on the forms provided. In the event a Proposer fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determine that such

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS**

failure to acknowledge any or all addenda does not materially affect the Proposal and waive the acknowledgement of one or more addenda.

Proposers who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the proposal receipt date or in sufficient time for the Proposer to prepare a responsive or competitive submittal.

J. PROGRAM ADMINISTRATION:

Unless otherwise provided by specific provisions under this agreement, contractor operations and activities related and provided for in this agreement will be under the supervision of the Galveston County Chief Financial Officer or his designated representative who for the purpose of this contract are:

Jose Escobedo
Galveston County Facilities Director
722 Moody, 6th Floor
Galveston, TX 77550
Jose.escobedo@co.galveston.tx.us

The Galveston County Commissioners Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

K. PROPOSER'S QUALIFICATIONS:

All potential vendors shall be primarily engaged in the supply of electrical parts and supplies and are required to furnish evidence of having the necessary experience, ability, facilities, and financial resources to deliver the requested goods as designated in the following set of specifications.

No contract will be awarded except to a responsible independent vendor who is capable of supplying electrical parts and supplies that are suitable for use in commercial installations.

Successful vendor will be expected to maintain and have available for immediate shipment the minimum quantities of items as specified herein. If more than the minimum is ordered, vendor should be prepared to furnish the minimum order quantity within 1-3 days with the balance to be available withing (14) fourteen days after receipt of a valid purchase order number.

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS**

L. AWARD:

There will be a single award for all items requested in this proposal. Items will not be awarded separately.

Vendor must accept purchase order numbers and/or Galveston County's Procurement Card (MasterCard) for specified parts and supplies. Vendor shall not release any supplies and/or equipment to any authorized representative of the County of Galveston unless accompanied by a form of the later. Payment for any items issued without prior receipt of an approved Galveston County method of payment will become the sole responsibility of the contracted vendor.

Anticipated volumes are an estimate of yearly amounts that Galveston County expects to order, however, the County will pay only for items actually ordered and delivered. Galveston County reserves the right to purchase more or less than the minimum quantities specified. No minimum or maximums are guaranteed.

M. INVOICES:

All invoices, packing slips, or other suitable shipping documents shall accompany each shipment and shall show:

1. Name and address of successful Proposer;
2. Name and address of receiving department and /or delivery location;
3. Galveston County Purchase Order Number or Procurement Card information;
4. Signature of Galveston County employee accepting merchandise;
5. Descriptive information as to the items delivered, quantity, number or containers, etc.
All invoices shall be sent in triplicate to:

**Galveston County Auditor's Office
P.O. Box 1418
Galveston, Texas 77553**

N. WARRANTY:

Successful Proposer shall warrant that all items shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS**

O. EVALUATION AND CRITERIA AND AWARD:

All proposals will be examined by an evaluation committee consisting of member of Galveston County and other consultants if needed.

The County shall make the award to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The proposer may be required before the award of any contract to show to the complete satisfaction of the County that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give provide previous history and references in order to satisfy the County with regard to the proposer's qualifications.

The County may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the County all information for this purpose that may be requested. The County reserves the right to reject a proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the County that the proposer is properly qualified to carry out the objectives of the contract and to complete the work described therein.

All proposals shall be open for public inspection after award. Galveston County will consider many evaluation factors; of which price is only one factor and will receive proposals from all responsible proposers.

The award of the contract shall be made to the responsible proposer whose proposal is determined to be the best evaluated offer taking into consideration the relative importance of price and other evaluation factors set forth in this Request for Proposal.

Evaluation factors include but are not limited to the following:

- **Cost of Products and Savings: - 40 Points Maximum**
Proposal award will be based on the vendor proposal that complies with requested information and the greatest percentage off the manufacturer's list price given for the specified items.

Galveston County will evaluate the pricing portion of submitted proposals for reasonableness, completeness, and realism as appropriate. Each proposer's cost will be evaluated in terms of the following which are equal in importance:

- Submittal of proposed prices. Failure to do so may necessitate rejection of the proposal;
- Any offer which is materially unbalanced may be rejected. An unbalanced offer is one which is based on prices that are significantly overstated for some items and understated for other items;
- The County will compare the price proposals to the County estimates and otherwise determine reasonableness by performing a price analysis if adequate competition exists;
- A cost analysis will be performed if adequate price competition does not exist, to ascertain whether or not the proposed prices are fair and reasonable.

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS**

- **Availability of Requested Supply offerings: - 40 Points Maximum**
The Maximum points will be given relative to the timely availability of the requested services and products mentioned herein.
- **Completeness of Proposals: - 10 Points Maximum**
Proposals should complete every area of the proposal and return the requested documents for review by the assigned evaluation committee.
- **Delivery Capabilities: - 10 Points Maximum**

The remainder of this page intentionally left blank

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS**

P. REQUIRED DOCUMENTS CHECKLIST

By signing here, the firm does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with completed submittal.**

THE COMPANY OF: _____

ADDRESS: _____

The following documents shall be returned or confirmed with an “X” with solicitation submittals. Failure to do so may be ample cause for rejection of qualification submittal as non-responsive. It is the responsibility of the Proposer to ensure that Respondent has received all addenda.

Items:	Confirmed (X):
1. Required Documents Checklist (this page)	_____
2. Addenda Acknowledgement (if any)	#1 _____ #2 _____ #3 _____ #4 _____
3. One (1) original, three (3) copies of submittal	_____
4. ATTACHMENT A - Vendor Qualification Packet	_____
5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility	_____
6. ATTACHMENT C - Certification Regarding Lobbying Form	_____
7. ATTACHMENT D - Non-Collusion Affidavit	_____
8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel	_____
9. ATTACHMENT F - Prohibition on Contracts with Certain Companies	_____
10. ATTACHMENT G - Information for Notice	_____
11. ATTACHMENT H - References	_____
12. THREE (3) SIGNED CONTRACTS (included in bid packet)	_____
13. BID SHEET	_____
14. LINE-ITEM DETAIL SHEETS	_____
15. PROPOSAL RESPONSE SHEETS	_____

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS**

PROPOSAL RESPONSE SHEET:

All delivery and freight charges (FOB Galveston County designated locations) are to be included in proposal pricing.

Does your company guarantee that deliveries will be made within 24 hours, at least 95% of the time after receipt of the order?

Yes _____ No _____

If no, what is the guaranteed delivery time of 95% of the orders?

What are the normal business hours at the nearest distribution center?

Do you have after hour and weekend supply capabilities? Yes _____ No _____

(If yes, please describe): _____

Do you have hot-shot capabilities during regular hours for items under 100 pounds?

Yes _____ No _____

Delivered Within:	Cost:
One (1) hour	\$ _____
Three (3) hours	\$ _____
Five (5) hours	\$ _____
Same Day	\$ _____

Do you have hot-shot capabilities for hour and weekend supply per standard weight less than 100 pounds?

Yes _____ No _____

Delivered Within:	Cost:
One (1) hour	\$ _____
Three (3) hours	\$ _____
Five (5) hours	\$ _____
Same Day	\$ _____

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS**

PROPOSAL RESPONSE SHEET (continued)

Do you have hot-shot capabilities for hour and weekend supply per weights greater than 100 pounds?

Yes _____ No _____

Delivered Within:	Cost:
One (1) hour	\$ _____
Three (3) hours	\$ _____
Five (5) hours	\$ _____
Same Day	\$ _____

Distribution Center Locations:

What is the address and telephone number of the nearest distribution center?

What is the location address and telephone number of an alternate distribution center if requested stock is not available at the nearest location?

The remainder of this page intentionally left blank

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS**

PROPOSAL RESPONSE SHEET (continued)

Non-Stocked Items:

It is understood that on occasion, requests will be made by Galveston County personnel to purchase items that are not normally stocked by vendor. In these extreme cases, vendor shall make a considerable effort to deliver said item(s) to Galveston County in a time period that is considered reasonable and mutually agreeable by both parties. Galveston County reserves the right to purchase said items from an alternate vendor in these cases where the requested items cannot be delivered in a timely manner.

Proposer(s) shall include an example of manufacturer's list price sheet used for calculation of percentages listed below.

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Phillips	Y	N	Lamps / Bulbs	_____
Sylvania	Y	N	Lamps / Bulbs	_____
ProLume	Y	N	Lamps / Bulbs	_____
Westinghouse	Y	N	Lamps / Bulbs	_____
Universal	Y	N	Lamps / Bulbs	_____
SLI	Y	N	Lamps / Bulbs	_____
LED Lights & Fixtures	Y	N	Lights	_____
Advance	Y	N	Ballasts	_____
Triad	Y	N	Ballasts	_____
Magnatek	Y	N	Ballasts	_____
Westinghouse	Y	N	Ballasts	_____
Universal	Y	N	Ballasts	_____
Howard	Y	N	Ballasts	_____

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS**

PROPOSAL RESPONSE SHEET (continued)

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Lumark	Y	N	Fixtures	_____
Hubble	Y	N	Fixtures	_____
Lithonia	Y	N	Fixtures	_____
Tamlite	Y	N	Fixtures	_____
Crescent	Y	N	Fixtures	_____
Metalux	Y	N	Fixtures	_____
Stonco	Y	N	Fixtures	_____
Buss	Y	N	Fuses	_____
Littlefuse	Y	N	Fuses	_____
Cooper	Y	N	Fuses	_____
Cooper	Y	N	Devices (Receptacles & Switches)	_____
Pass & Seymore (P&S)	Y	N	Devices (Receptacles & Switches)	_____
Intermatic	Y	N	Devices (Receptacles & Switches)	_____
Eagle	Y	N	Devices (Receptacles & Switches)	_____
Square D	Y	N	Breakers	_____
Siemens	Y	N	Breakers	_____
General Electric (G.E.)	Y	N	Breakers	_____
Cutler-Hammer	Y	N	Breakers	_____

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL

ELECTRICAL PARTS & SUPPLIES

GALVESTON COUNTY, TEXAS

PROPOSAL RESPONSE SHEET (continued)

Proposer shall list any other parts and supplies considered to be beneficial to this Request for Proposal.

[illegible]



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***35.**

Consideration for authorization to cancel ITB #B242011, Reinforced Concrete Pipe for Culverts and authorization to re-solicit for these materials and services on behalf of the Road & Bridge Department submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 2:55 pm



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

February 24, 2025

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, TX

RE: ITB #B242011, Reinforced Concrete Pipe for Culverts
Contract #CM24154

Gentlemen,

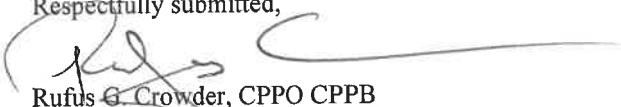
The contract associated with ITB #B242011, Reinforced Concrete Pipe for Culverts, is scheduled for its first extension on April 29, 2025. The current vendor for this service is Coburn Supply Company, Inc.

The Road & Bridge Manger has requested to cancel this agreement and re-solicit for these materials and services.

Authorization is requested to cancel this agreement and re-solicit for these services.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,


Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Dickey, Tammy

From: Fleming, Melissa
Sent: Monday, February 24, 2025 8:12 AM
To: Crowder, Lee; Wallace, Tiffany
Cc: Crowder, Rufus; Dickey, Tammy
Subject: RE: B242011 - Reinforced Concrete Pipes for Culverts - CM24154

Thank you Lee, for the update.

Sincerely,
Melissa Fleming
Contract Administrator
Galveston County Purchasing Department
Galveston County Courthouse
722 21st. Street, 5th Floor
Galveston, Texas 77550
Office: (409) 770-5375
Fax: (409) 765-3106
e-mail: melissa.fleming@galvestoncountytexas.gov



Principles and Practices of Public Procurement

Accountability, Ethics, Impartiality, Professionalism, Service, Transparency

From: Crowder, Lee <Lee.Crowder@co.galveston.tx.us>
Sent: Monday, February 24, 2025 8:09 AM
To: Fleming, Melissa <Melissa.Fleming@galvestoncountytexas.gov>; Wallace, Tiffany <Tiffany.Wallace@co.galveston.tx.us>
Cc: Crowder, Rufus <Rufus.Crowder@co.galveston.tx.us>; Dickey, Tammy <Tammy.Dickey@co.galveston.tx.us>
Subject: RE: B242011 - Reinforced Concrete Pipes for Culverts - CM24154

Please re-bid

From: Fleming, Melissa <Melissa.Fleming@galvestoncountytexas.gov>
Sent: Friday, February 21, 2025 9:09 AM
To: Crowder, Lee <Lee.Crowder@co.galveston.tx.us>; Wallace, Tiffany <Tiffany.Wallace@co.galveston.tx.us>
Cc: Crowder, Rufus <Rufus.Crowder@co.galveston.tx.us>; Dickey, Tammy <Tammy.Dickey@co.galveston.tx.us>
Subject: FW: B242011 - Reinforced Concrete Pipes for Culverts - CM24154

Hello Lee,

I reached out to Coburns to offer the first extension and their response is listed below. Please let me know how you would like to proceed. I've copied Rufus and Tammy so they are in the loop.

Sincerely,
Melissa Fleming
Contract Administrator
Galveston County Purchasing Department

Galveston County Courthouse
722 21st. Street, 5th Floor
Galveston, Texas 77550
Office: (409) 770-5375
Fax: (409) 765-3106
e-mail: melissa.fleming@galvestoncountytx.gov



Principles and Practices of Public Procurement

Accountability, Ethics, Impartiality, Professionalism, Service, Transparency

From: Jeffrey Wimp <jwimp@coburns.com>
Sent: Friday, February 21, 2025 8:56 AM
To: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Subject: Re: B242011 - Reinforced Concrete Pipes for Culverts - CM24154

Good Morning Melissa Due to fluctuations caused by the current Tariff situation we can not extend at this time

Thanks



Jeffrey Wimp

O:281-354-9621x5604
D: 281-354-0300

Coburn's of New Caney
21371 Us Hwy 59 N
New Caney, TX 77357

On Thu, Feb 13, 2025 at 8:28 AM Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov> wrote:



GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***36.**

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

- 1) **Date of Request:** 2/10/2025
- 2) **Contract Type:** Other
- 3) **Renewal Contract:** No
- 4) **Department Name:** Purchasing Department
- 5) **Department Contact:** Rufus Crowder
- 6) **Description:** Inter-local Agreement

- 7) **PEID No:** 724064
- 8) **Req No:**
- 9) **Orgkey:**
- 10) **Object Code:**
- 11) **Vendor:** City of New Braunfels
- 12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

- 13) **Fund Name:**
- 14) **Fund #:**
- 15) **Current Year Budgeted:** 0.00
- 16) **Current Year Projected:** 0.00
- 17) **Year 2:**
- 18) **Year 3:**
- 19) **Year 4:**
- 20) **Year 5:**
- 21) **Totals:**

To Be Completed by Purchasing Department

- 22) **Contract Start Date:** 12/10/2024
- 23) **Auto Renewal Contract:** No
- 24) **Bid No:** N/A
- 25) **Contract End Date:** 12/1/2026
- 26) **Contract # Issued by Purchasing Department:** SC-0000790 - Bonfire # 207946

NOTES: HB1295 not required

Approval History

Seq #	Approver	Action	Action Date
1	Rufus Crowder	Approve	2/11/25 2:05 pm
2	Melissa Fleming	Approve	2/12/25 4:48 pm
3	Rufus Crowder	Escalated	2/14/25 5:19 pm
4	Tammy Dickey	Approve	2/17/25 8:07 am
5	Sergio Cruz	Approve	2/17/25 10:59 am
6	Randall Rice	Approve	2/19/25 2:28 pm
7	Veronica Van Horn	Approve	2/19/25 3:13 pm

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this 10TH day of December, 2024, by and between the COUNTY OF GALVESTON, Texas (hereinafter called "COUNTY OF GALVESTON"), and the CITY OF NEW BRAUNFELS Texas (hereinafter called "CITY OF NEW BRAUNFELS"), each acting by and through its duly authorized officials:

WHEREAS, COUNTY OF GALVESTON and the CITY OF NEW BRAUNFELS are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, COUNTY OF GALVESTON and the CITY OF NEW BRAUNFELS wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which COUNTY OF GALVESTON and the CITY OF NEW BRAUNFELS may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of COUNTY OF GALVESTON and the CITY OF NEW BRAUNFELS through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, COUNTY OF GALVESTON and the CITY OF NEW BRAUNFELS have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; COUNTY OF GALVESTON and the CITY OF NEW BRAUNFELS agree as follows:

1. COUNTY OF GALVESTON and the CITY OF NEW BRAUNFELS may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.
2. COUNTY OF GALVESTON and the CITY OF NEW BRAUNFELS shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. COUNTY OF GALVESTON and CITY OF NEW BRAUNFELS shall each make their respective payments from current revenues available to the paying party.
3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).
4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date and terminating on December 1, 2026 and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.


12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.

COUNTY OF GALVESTON

CITY OF NEW BRAUNFELS



By: _____

By: Robert Camareno

Title: _____

City Manager



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***37.**

Consideration for authorization to dispose of salvage or surplus property submitted by the
Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 4:09 pm



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

February 18, 2025

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: Disposal of Salvage or Surplus Property

Gentlemen,

It is requested that authorization be granted to dispose of the salvage and/or surplus property items represented on the attached awaiting disposal (AD) list. This request is per the instructions outlined in the Texas Local Government Code, section 263.152, Disposition.

These items will be placed on the GovDeals website or other authorized means of disposal within 30 days after authorization is granted and efforts to transfer them to other departments are exhausted.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Rufus", followed by a long horizontal line extending to the right.

Rufus G. Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston

Dickey, Tammy

From: Nolan, Edward
Sent: Monday, February 17, 2025 4:47 PM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 03/03/2025: Fleet surplus (15 vehicles) 20250303
Attachments: Fleet surplus (15 vehicles) 20250303.pdf

Good afternoon,

Could we please place the following asset on the next available commissioners court appropriate removal as surplus: **(Fleet surplus (15 vehicles) 20250303.pdf)**:

#	FAID	Unit	VIN	Desc	Notes
1	15274	C41	297249	1979 John Deere	1357 hours, backhoe & bucket pitted, pitted cylinder rods (rust) – missing side panel, bent hood, did not start 1/2/2025
2	27122	C5520	1FTSW21Y55EB72767	2005 Ford F150	170597 miles; rust & driver's door misaligned; peeling paint
3	30442	C4906	1FDSX20R89EB12572	C4906 Ford F250	162851 miles; poor tire condition; cracked windshield; hole in driver's seat; would not start 12/31/2024
4	31784	C7401	1GNSK2E02ER149639	2014 Chevrolet Tahoe	78513 miles; cracked / bullseye windshield; check engine light on; service traction control light on; engine reportedly blow; rust; damage front bumper both sides
5	32024	C5506	1FTEW1CFXFFC31049	2005 Ford F150	101652 miles; electrical / ECM problems; truck stopped running during inspection; cracked / bullseye windshield
6	32075	C3625	1GNLCDEC5GR249874	2016 Chev Tahoe	129663 miles; hood and roof sun damaged; front fairing loose; missing some interior panels; cracked windshield
7	32083	C5610	30131	2016 Rhino Batwing	Not operable; extensive rust; missing wheels;
8	32157	C3710	1FM5K8B88HGA95410	2017 Ford Explorer	135424 miles; surface rust on roof; peeling paint on hood; right quarter-panel dented
9	32172	C5702	40017	2017 Rhino Batwing	Not operable; extensive rust; gear housing fell through deck; missing wheels; missing front skid plates
10	32632	C3915	1GNLCDEC0KR304479	2019 Ford Expedition	102771 miles; push bar brackets attached spotlight removed; missing interior panels; no center console – exposed wiring
11	32675	C3919	1FMJU1GT8KEA36292	2019 Ford Expedition	128508 miles; low tire light on; front fairing loose; no center console; exposed wiring; cage brackets still present in back
12	32690	C8911	1FTFW1E45KKD57837	2019 Ford F150	75837 miles; check engine light on; 4 wheel drive; extensive rust; body panels rusted &

					bumpers rusted; no center console; exposed wiring
13	32820	C3014	1FMJU1GT4LEA40390	2020 Ford Expedition	116475 miles; check engine light on; 4 wheel drive; extensive rust; push bar brackets attached; poor tire condition; no center console; exposed wiring; spotlight present
14	32822	C3013	1FMJU1GT6LEA40391	2020 Ford Expedition	105438 miles; check engine light on; 4 wheel drive; extensive rust; push bar brackets attached; poor tire condition; no center console; spotlight present
15	32823	C3016	1FMJU1GT6LEA40388	2020 Ford Expedition	88315 miles; check engine light on; 4 wheel drive; extensive rust; push bar brackets attached; poor tire condition; no center console; spotlight present

Thanks!

Edward Nolan
Purchasing Asset Coordinator
Galveston County Purchasing Department
(409) 770-5417
(409) 621-7991 Fax
Edward.Nolan@co.galveston.tx.us

Confidentiality Notice | This email, and any files transmitted with it, is intended for the individual to whom it is addressed and may contain information that is privileged, confidential, and protected by law. If you are not the intended recipient, you are hereby notified that any use or disclosure of this information is strictly prohibited. If you have received this message in error, please notify the sender immediately via e-mail and delete the original message.

2/17/'25 9:03 AM

10/10/'24 7:15 AM



ASSET TRANSFER REQUEST

Date: 10/9/2024

To: Purchasing Department, Fixed Asset Property Manager

Transferor: *[Signature]* Lee Crowder Department / Division: 296100/ Flood Control
(Authorized Asset Custodian Signature) (Print Name)

Receiver: *[Signature]* Elizabeth Bryant Department / Division: 172111/Fleet Mgmt
(Authorized Asset Custodian Signature) (Print Name)

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 15274 Unit # C41 Description 1979 John Deere Serial/VIN 97249
(FAID#, last 5 digits) (last 5 digits)

From 296100/Flood Control Location Texas City/Seawall Maint. 16000 Loop 197
(Department/Division Name) (Building, Floor, Suite or Room No)

To 172111/Fleet Mgmt Location Dickinson/Road & Bridge, 5115 Hwy 3
(Department/Division Name) (Building, Floor, Suite or Room No)

Reason for Transfer Replaced in FY2024 budget, Exceeded expected life span

Transfer _____ Unit # _____ Description _____ Serial/VIN _____
(FAID#, last 5 digits) (last 5 digits)

From _____ Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)

To _____ Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)

Reason for Transfer _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

10/10/2024 PURCHASING DEPARTMENT USE ONLY
Date Form Processed *[Signature]*
Fixed Asset Property Manager

W:/Fixed Assets/FA Forms/FA-02, Transfer
revised 10/08/2020



ASSET DISPOSAL REPORT

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT

Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ Auction _____
Date
- ☐ Theft _____ (Attach the Law Enforcement Agency Theft Report)
Date
- ☐ Destroyed by
☐ Natural Disaster _____
Date
☐ Traffic Accident _____
Date
- ☐ Trade-In _____
Date
- ☐ Donated _____ Agency receiving donation: _____
Date

Disposal of: 15274 1979 JOHN DEERE JD300B
FAID No.

Reason for disposal: AGE OF ASSET, MILAGE, ASSET HAS BEEN REPLACED

Serial No./VIN #: 297249

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSONSON 77539
Building, Floor, Suite, or Room No.

Comments: C41

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

[Signature]
Fixed Asset Property Manager

Tractor Inspection Form

Inventory ID: 41

Asset Number 15274

Fair Market Value:

Short Description:

Year 1979 Manufacturer JOHN DEERE Model JD 300-R Serial Number 300BD-297249T

Please fill in or check

Long Description:

This Equipment: ☐ Starts ☐ Starts with a Boost & ☐ Is Operable ☐ Is not operable ☐ For Parts OnlyEngine L, V³ ☐ Gas ☒ Diesel engine ☒ Hours 1357 ☐ MilesThis vehicle was maintained every ☐ Hours Horse PowerEngine Manufacture: JOHN DEERE Condition: ☐ Is Operable ☐ Needs repair ☒ Is in Unknown Condition

Repairs needed: WORN CYLINDER PINS; OUTRIGGERS DO NOT SUPPORT MACHINE; DRY ROTTED HYDRAULIC HOSES

Date Removed From Service: Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission

Transmission: ☐ Automatic ☒ Manual 8 Speed Transmission: ☐ Hours ☐ MilesTransmission Manufacture: Condition: ☐ Is Operable ☐ Needs Repair ☐ Is Unknown

Drivetrain Repairs Needed:

Attachments & Additional Equipment

☒ Backhoe ☒ Front End Loader ☐ PTO Drive ☐ 3 Point Hitch ☐ Other:

Mowing Deck: Manufacture: Model: Type: Size:

Deck Condition: ☐ Operable ☐ Not Operable & ☐ Damage:

Other Equipment: Manufacturer HYCO Model 9230A

Serial # 043243 Condition: ☐ Is Operable ☒ Needs repair ☐ Is in Unknown Condition

Description: BACKHOE, FRONT LOADER BUCKET PITTED CYLINDER RODS

Exterior: Color YELLOW Windows: ☐ No cracked glass ☐ Cracked NO WINDOWSMinor ☒ Dents ☒ Scratches ☒ Dings Tire Condition: ☐ Low ☐ Flat

Minor dents to: MISSING SIDE PANELS BENT HOOD

Major damage to:

Dimensions:

Decals: ☐ None ☐ Have been sprayed ☐ Have been removed ☐ Impressions remain ☐ No impressionsInterior: Color: ☐ Cloth ☐ Vinyl ☐ Leather

Damage to: WOULD NOT START ON 1/2/2025

Radio: Brand ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD☐ Cruise Control Power: ☐ Steering ☐ Seats ☐ AC ☐ No AC Condition: ☐ Cold ☐ Unknown

Location of Asset: DSY 1/2/2025

For more information contact:




ASSET TRANSFER REQUEST

Date: 13 JULY 2023

To: Purchasing Department, Fixed Asset Property Manager

 Transferor:  LEE CROWDER Department / Division: 312110 / ADMINISTRATION
 (Authorized Asset Custodian Signature) (Print Name)

 Receiver:  ELIZABETH BRYANT Department / Division: 172111 / FLEET MGMT
 (Authorized Asset Custodian Signature) (Print Name)

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

 Transfer 27122 Unit # C5520 Description 2005 FORD F150 Serial/VIN 72767
 (FAID#, last 5 digits) (last 5 digits)
 From 312110 / ADMINISTRATION Location 5115 HWY 3 DICKINSON TX 77539
 (Department/Division Name) (Building, Floor, Suite or Room No)
 To 172111 / FLEET MGMT Location 5115 HWY 3 DICKINSON TX 77539
 (Department/Division Name) (Building, Floor, Suite or Room No)
 Reason for Transfer ASSET AGE AND MILAGE. ASSET GOING TO AUCTION

 Transfer _____ Unit # _____ Description _____ Serial/VIN _____
 (FAID#, last 5 digits) (last 5 digits)
 From _____ Location _____
 (Department/Division Name) (Building, Floor, Suite or Room No)
 To _____ Location _____
 (Department/Division Name) (Building, Floor, Suite or Room No)
 Reason for Transfer _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

 7/12/2023
 Date Form Processed


 Fixed Asset Property Manager

 w/Fixed Assets/FA Forms/FA-02, Transfer
 revised 10/05/2020



FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 8/9/2023

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] ELIZABETH BRYANT 172111/FLEET MGMT
Signature Print Name Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 27122 Description: 2005 FORD F150

Unit # C5520 Serial/VIN: 1FTSW21Y55EB72767 Mileage: 170,419 APROX

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? Yes ☒ No If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? ☒ Yes No If No, please explain: _____

Is there a spare tire? Yes ☒ No Is the full jack present? Yes ☒ No

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

[Signature]
Fixed Asset Property Manager

Form No. FA-06



ASSET DISPOSAL REPORT

DATE: 8/9/2023

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT

Department No. & Name, Department Asset Custodian Authority: Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ Auction _____
Date

☐ Theft _____ (Attach the Law Enforcement Agency Theft Report)
Date

☐ Destroyed by
☐ Natural Disaster _____
Date
☐ Traffic Accident _____
Date

☐ Trade-In _____
Date

☐ Donated _____ Agency receiving donation: _____
Date

Disposal of: 27122 2005 FORD F150
FAID No.

Reason for disposal: AGE OF ASSET, MILAGE, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1FTSW21Y55EB72767

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON
Building, Floor, Suite, or Room No.

Comments: C5520

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

Edward J. [Signature]
Fixed Asset Property Manager

Vehicle Inspection Form

Inventory ID: **C5520**

Asset Number: **27122**

Fair Market Value:

Short Description:

Year **2005**

Make **FORD**

Model **F250 PICKUP TRUCK**

VIN:

1 F T S W 2 1 Y 5 5 E B 7 2 7 6 7

Title Restriction: ☐ Y ☐ N

Odometer:

1 7 0 5 9 7

☒ Miles

☐ Kilometers

Odometer Accurate ☐ Y ☐ N

Long Description:

This Vehicle: ☒ Starts ☐ Starts with a Boost & ☐ Runs/Driveable ☒ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: **6.8 L, V 10** ☒ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☒ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed:

This vehicle was maintained every ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: **7/12/2023** Maintenance Records: ☐ Available ☒ Not Available For Inspection

Transmission: ☒ Automatic ☐ Manual ☐ Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed:

Drivetrain: ☐ 2 Wheel Drive ☒ 4 Wheel Drive Condition:

Exterior:

Color: **WHITE**

Windows: ☒ No Cracked Glass ☐ Cracked

Minor: ☒ Dents ☒ Scratches ☐ Dings Tire Condition: **FAIR**

Tread: ☐ #Flat ☐ Hubcaps # ☐

Major Damage to: **RUST DRIVER DOOR MISALIGNED**

Additional Damage: **PEELING PAINT**

Decals: ☐ None ☐ Have Been Sprayed or ☒ Have been Removed & ☒ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☒ Has been removed & ☒ There are holes in the exterior ☐ There are no holes

Interior:

Color **GRAY**

☒ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: **WORN, TORN & STAINED**

Damage to Dash/Floor: **WORN, STAINED; HOLES IN DASH AND FLOOR**

Radio: ☒ Stock or ☐ Brand & Model: ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☒ AM/FM CD

☒ AC (Condition: ☐ Cold ☒ Unknown) ☐ No AC

Air Bags: ☐ Driver's Side ☒ Dual

☒ Cruise Control ☒ Tilt Steering ☒ Remote Mirrors ☐ Climate Control

Power: ☒ Steering ☒ Windows ☒ Door Locks ☐ Seats

Additional Equipment:

Manufacturer ☐ Model ☐ Serial # ☐

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand ☐

☐ Hitch: Type ☐

Location of Asset: **DICKINSON SHOP 8/11/2023**

For more information contact:

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.



ASSET TRANSFER REQUEST

Date: 10/16/24

To: Purchasing Department, Fixed Asset Property Manager

Transferor: Mark A. Garcia (Authorized Asset Custodian Signature) Mark A. Garcia (Print Name) Department / Division: 170100/Facilities

Receiver: Elizabeth Bryant (Authorized Asset Custodian Signature) ELIZABETH BRYANT (Print Name) Department / Division: 172111/FLEET MGMT

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 30442 (FAID#, last 5 digits) Unit # C4906 Description Ford F250 service body SerialVIN 12572 (last 5 digits)
 From 170100/Facilities srv & Main (Department/Division Name) Location 722 Moody 6 th Floor (Building, Floor, Suite or Room No)
 To 172111/FLEET MGMT (Department/Division Name) Location 2876 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)
 Reason for Transfer swapped out for new truck

Transfer _____ (FAID#, last 5 digits) Unit # _____ Description _____ SerialVIN _____ (last 5 digits)
 From _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)
 To _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)
 Reason for Transfer _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY
 Date Form Processed 10/24/2024
 Fixed Asset Property Manager



ASSET DISPOSAL REPORT

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT

Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ Auction _____
Date

☐ Theft _____ (Attach the Law Enforcement Agency Theft Report)
Date

☐ Destroyed by
☐ Natural Disaster _____
Date
☐ Traffic Accident _____
Date

☐ Trade-In _____
Date

☐ Donated _____ Agency receiving donation: _____
Date

Disposal of: 30442 2009 FORD F250SERVICE BODY TRUCK
FAID No.

Reason for disposal: AGE OF ASSET, MILAGE, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1FDSX20R89EB12572

From: 172111 FLEET MGMT Location: 2876 NICHOLAS AVE DICKINSON 77539
Department No. & Name Building, Floor, Suite, or Room No.

Comments: C4906

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

Edward J. Alar
Fixed Asset Property Manager



FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: *Elizabeth Bryant* ELIZABETH BRYANT 172111/FLEET MGMT
Signature Print Name Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 30442 Description: 2009 FORD F250SERVICE BODY TRUCK

Unit # C4906 Serial/VIN: 1FDSX20R89EB12572 Mileage: 162828 APX

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? _____ Yes X No _____ If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? X Yes _____ No _____ If No, please explain: _____

Is there a spare tire? _____ Yes X No _____ Is the full jack present? _____ Yes X No _____

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

Edward J. White
Fixed Asset Property Manager

Form No. FA-06

1/10/25 12:58 PM

Vehicle Inspection Form

Inventory ID: **C4906**

Asset Number: **30442**

Fair Market Value:

Short Description:
Year **2009**

Make **FORD**

Model **F250 SERVICE TRUCK**

VIN: **1 F D S X 2 0 R 8 9 E B 1 2 5 7 2** Title Restriction: ☐ Y ☐ N

Odometer: **1 6 2 8 5 1** ☒ Miles ☐ Kilometers Odometer Accurate ☐ Y ☐ N:

Long Description:

This Vehicle: ☐ Starts ☐ Starts with a Boost & ☐ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine-Type: **6.4L, V8** ☐ Gas ☒ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☐ Runs ☒ Needs repair ☐ is in unknown condition

Repairs needed: **WOULD NOT START ON 12/31/2024**

This vehicle was maintained every ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☒ Automatic ☐ Manual Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed:

Drivetrain: ☒ 2 Wheel Drive ☐ 4 Wheel Drive Condition:

Exterior: Color: **WHITE** Windows: ☐ No Cracked Glass ☒ Cracked **WINDSHIELD**

Minor: ☒ Dents ☒ Scratches ☒ Dings Tire Condition: **POOR** Tread: #Flat Hubcaps #

Major Damage to:

Additional Damage: **LIGHTS REMOVED, HOLES REMAIN**

Decals: ☐ None ☐ Have Been Sprayed or ☒ Have been Removed & ☒ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☒ Has been removed & ☒ There are holes in the exterior ☐ There are no holes

Interior: Color **BROWN** ☐ Cloth ☒ Vinyl ☐ Leather

Damage to Seats: **HOLE IN DRIVER'S SEAT; STEERING WHEEL COVER WORN OUT**

Damage to Dash/Floor: **WORN, TORN & STAINED**

Radio: ☒ Stock or ☐ Brand & Model: ☐ AM ☒ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

☒ AC (Condition: ☐ Cold ☒ Unknown) ☐ No AC Air Bags: ☐ Driver's Side ☒ Dual

☒ Cruise Control ☒ Tilt Steering ☐ Remote Mirrors ☐ Climate Control

Power: ☒ Steering ☐ Windows ☐ Door Locks ☐ Seats

Additional Equipment: **KNAPHEIDE SERVICE BODY**

Manufacturer: **KNAPHEIDE** Model **696FJ1** Serial # **20080513-117397**

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☒ Utility Body: Brand Hitch: Type

Location of Asset: **DSY 12/31/2024**

For more information contact:

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.



ASSET TRANSFER REQUEST

Date: 8/21/24

To: Purchasing Department, Fixed Asset Property Manager

Transferor: Julie Diaz Julie Diaz Department / Division: 2601522042
(Authorized Asset Custodian Signature) (Print Name)

Receiver: Elizabeth Bryant Elizabeth Bryant Department / Division: 172111/Fleet Mgmt
(Authorized Asset Custodian Signature) (Print Name)

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 31784 Unit # 7401 Description 2014 Chevrolet Tahoe SerialVIN 49639
(FAID#, last 5 digits) (last 5 digits)

From Parks Location Carbide Park
(Department/Division Name) (Building, Floor, Suite or Room No)

To Fleet Location 21015 MILLMOES AVE DKH
(Department/Division Name) (Building, Floor, Suite or Room No)

Reason for Transfer Engine blown

Transfer _____ Unit # _____ Description _____ SerialVIN _____
(FAID#, last 5 digits) (last 5 digits)

From _____ Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)

To _____ Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)

Reason for Transfer _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

9/5/2024
 Date Form Processed

Edward J. [Signature]
 Fixed Asset Property Manager

w/ Fixed Assets/FA Forms/FA-D2, Transfer
 revised 10/05/2020



ASSET DISPOSAL REPORT

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT

Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ Auction _____
Date
- ☐ Theft _____ (Attach the Law Enforcement Agency Theft Report)
Date
- ☐ Destroyed by
☐ Natural Disaster _____
Date
☐ Traffic Accident _____
Date
- ☐ Trade-In _____
Date
- ☐ Donated _____ Agency receiving donation: _____
Date

Disposal of: 31784 2014 CHEVROLET TAHOE
FAID No.

Reason for disposal: AGE OF ASSET, MILAGE, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1GNSK2E02ER149639

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON 77539
Building, Floor, Suite, or Room No.

Comments: C7401

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

Edward J. Blum
Fixed Asset Property Manager



FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] ELIZABETH BRYANT 172111/FLEET MGMT
Signature Print Name Department/Division

Re: Pre-auction vehicle disclosure

Disposal of FAID No: 31784 Description: 2014 CHEVROLET TAHOE
Starting Bid:

Unit # C7401 Serial/VIN: 1GNSK2E02ER149639 Mileage: 31784 APX

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? Yes ☒ No If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? ☒ Yes No If No, please explain: _____

Is there a spare tire? Yes ☒ No Is the full jack present? Yes ☒ No

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

[Signature]
Fixed Asset Property Manager

Form No. FA-06

Vehicle Inspection Form

Inventory ID: **C7401**Asset Number: **31784**

Fair Market Value:

Short Description:
Year **2014**Make **CHEVROLET**Model **TAHOE**

VIN:

1 G N S K 2 E 0 2 E R 1 4 9 6 3 9Title Restriction: ☐ Y ☐ N

Odometer:

7 8 5 1 3☒ Miles☐ KilometersOdometer Accurate ☒ Y ☐ N:

Long Description:

This Vehicle: ☒ Starts ☐ Starts with a Boost & ☐ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts OnlyEngine- Type: **5.3L, V8** ☒ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric HybridEngine Condition: ☒ Runs ☒ Needs repair ☐ is in unknown conditionRepairs needed: **CHECK ENGINE LIGHT ON, SERVICE TRACTION CONTROL LIGHT ON, REPORTEDLY THE ENGINE IS BLOWN**This vehicle was maintained every _____ ☐ Days ☐ Hours ☐ Miles

Date Removed From Service:

Maintenance Records: ☐ Available ☐ Not Available For InspectionTransmission: ☒ Automatic ☐ Manual _____ Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed:

Drivetrain: ☐ 2 Wheel Drive ☒ 4 Wheel Drive Condition:Exterior: Color: **WHITE** Windows: ☐ No Cracked Glass ☒ Cracked BULLSEYE WINDSHIELDMinor: ☒ Dents ☒ Scratches ☒ Dings Tire Condition: **POOR** Tread: _____ #Flat **1** Hubcaps # _____Major Damage to: **LEFT FRONT QUARTER FENDER DENTED; FRONT BUMPER BOTH SIDES**Additional Damage: **RUST**Decals: ☐ None ☐ Have Been Sprayed or ☒ Have been Removed & ☒ Impressions Remain ☐ No ImpressionsEmergency equip: ☐ None ☒ Has been removed & ☒ There are holes in the exterior ☐ There are no holesInterior: Color **BLACK** ☒ Cloth ☐ Vinyl ☐ LeatherDamage to Seats: **WORN & STAINED SAND & RUST**Damage to Dash/Floor: **WORN & STAINED CRACKED DASH**Radio: ☒ Stock or ☐ Brand & Model: _____ ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☒ AM/FM CD☒ AC (Condition: ☐ Cold ☒ Unknown) ☐ No ACAir Bags: ☐ Driver's Side ☒ Dual☒ Cruise Control ☒ Tilt Steering ☒ Remote Mirrors ☐ Climate ControlPower: ☒ Steering ☒ Windows ☒ Door Locks ☐ Seats

Additional Equipment:

Manufacturer _____ Model _____ Serial # _____

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand _____ ☐ Hitch: Type _____Location of Asset: **DSY 9/10/2024**

For more information contact:

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

2/17/'25 9:05 AM

8/15/'24 7:58 AM



ASSET TRANSFER REQUEST

Date: 8/13/2024

To: Purchasing Department, Fixed Asset Property Manager

Transferor: [Signature] Lee Crowder Department / Division: 312110 Administration
(Authorized Asset Custodian Signature) (Print Name)

Receiver: [Signature] Elizabeth Bryant Department / Division: 172111/Fleet Mgmt
(Authorized Asset Custodian Signature) (Print Name)

RE: Please amend the Inventory to reflect the following change(s) due to TRANSFER

Transfer 32024 Unit # C5506 Description 2015Ford F-150 Serial/VIN 31049
(FAID#, last 5 digits) (last 5 digits)

From 312110 Administration Location Dickinson/Road & Bridge, 5115 Hwy 3
(Department/Division Name) (Building, Floor, Suite or Room No)

To 172111/Fleet Mgmt Location 875 ALCHOLS AVE DRY
(Department/Division Name) (Building, Floor, Suite or Room No)

Reason for Transfer Replaced in FY2024 budget,

Transfer _____ Unit # _____ Description _____ Serial/VIN _____
(FAID#, last 5 digits) (last 5 digits)

From _____ Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)

To _____ Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)

Reason for Transfer _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

9/5/2024
Date Form Processed

[Signature]
Fixed Asset Property Manager

nc/Fixed Assets/FA Form/FA-02-Transfer
revised 10/05/2010



ASSET DISPOSAL REPORT

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT

Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ Auction _____
Date

☐ Theft _____ (Attach the Law Enforcement Agency Theft Report)
Date

☐ Destroyed by
☐ Natural Disaster _____
Date
☐ Traffic Accident _____
Date

☐ Trade-In _____
Date

☐ Donated _____ Agency receiving donation: _____
Date

Disposal of: 32024 2015 FORD F150
FAID No.

Reason for disposal: AGE OF ASSET, MILAGE, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1FTEW1CFXFFC31049

From: 172111 FLEET MGMT Location: 2875 NICHOLAS AVE DICKINSONSON 77639
Department No. & Name Building, Floor, Suite, or Room No.

Comments: C5506

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

[Signature]
Fixed Asset Property Manager



FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: ELIZABETH BRYANT 172111/FLEET MGMT
Signature Print Name Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 32024 Description: 2015 FORD F150

Unit # C5506 Serial/VIN: 1FTEW1CFXFFC31049 Mileage: 101652 APX

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? Yes ☒ No If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? ☒ Yes _____ No If No, please explain: _____

Is there a spare tire? _____ Yes ☒ No Is the full jack present? _____ Yes ☒ No

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

Edward J. Bryant
Fixed Asset Property Manager

9/12/'24 2:47 PM

Vehicle Inspection Form

Inventory ID: **C5506**

Asset Number: **32024**

Fair Market Value:

Short Description:
Year **2015**

Make **FORD**

Model **F150 XLT**

VIN: **1 F T E W 1 C F X F F C 3 1 0 4 9** Title Restriction: ☐ Y ☐ N

Odometer: **1 0 1 6 5 2** ☐ Miles ☐ Kilometers Odometer Accurate ☒ Y ☐ N:

Long Description:

This Vehicle: ☒ Starts ☐ Starts with a Boost & ☐ Runs/Driveable ☒ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: **5.0L, V8** ☒ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☒ Runs ☒ Needs repair ☐ is in unknown condition

Repairs needed: **ELECTRICAL / ECM PROBLEMS; TRUCK STOPPED RUNNING WHILE BEING INSPECTED FOR AUCTION**

This vehicle was maintained every _____ ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: _____ Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☒ Automatic ☐ Manual _____ Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: _____

Drivetrain: ☒ 2 Wheel Drive ☐ 4 Wheel Drive Condition: _____

Exterior: Color: **SILVER** Windows: ☐ No Cracked Glass ☒ Cracked BULLSEYE WINDSHIELD

Minor: ☒ Dents ☒ Scratches ☒ Dings Tire Condition: **FAIR** Tread: _____ #Flat _____ Hubcaps # _____

Major Damage to: _____

Additional Damage: _____

Decals: ☐ None ☐ Have Been Sprayed or ☒ Have been Removed & ☒ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☒ Has been removed & ☐ There are holes in the exterior ☒ There are no holes

Interior: Color **GRAY** ☒ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: **NORMAL WEAR & TEAR**

Damage to Dash/Floor: **NORMAL WEAR & TEAR**

Radio: ☒ Stock or ☐ Brand & Model: _____ ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

☒ AC (Condition: ☒ Cold ☐ Unknown) ☐ No AC

Air Bags: ☐ Driver's Side ☐ Dual

☒ Cruise Control ☒ Tilt Steering ☒ Remote Mirrors ☐ Climate Control

Power: ☒ Steering ☒ Windows ☒ Door Locks ☐ Seats

Additional Equipment: _____

Manufacturer _____ Model _____ Serial # _____

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand _____ ☐ Hitch: Type _____

Location of Asset: **DSY 9/10/2024**

For more information contact: _____

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.



ASSET TRANSFER REQUEST

Date: 11/8/2024

To: Purchasing Department, Fixed Asset Property Manager

Transferor: J. Roy (Print Name) Department / Division: GCSO / CID

Receiver: Elizabeth Bryant (Print Name) Department / Division: 1101 172111

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 32075 (FAID#, last 5 digits) Unit # C3625 Description 2016 TAHOE Serial/VIN 249874 (last 5 digits)
 From SHERIFF CID (Department/Division Name) Location 601 54TH ST. (Building, Floor, Suite or Room No)
 To FLEET MANAGEMENT (Department/Division Name) Location 5115 HWY 3 (Building, Floor, Suite or Room No)
 Reason for Transfer SURPLUS, REPLACED WITH C3324

Transfer Unit # Description Serial/VIN (last 5 digits)
 From (Department/Division Name) Location (Building, Floor, Suite or Room No)
 To (Department/Division Name) Location (Building, Floor, Suite or Room No)
 Reason for Transfer

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

11/14/2024
 Date Form Processed

PURCHASING DEPARTMENT USE ONLY

Fixed Asset Property Manager

www.Fixed Assets/FA Forms/FA-02, Transfer
 revised 10/05/2020



ASSET DISPOSAL REPORT

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT

Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ Auction _____
Date

☐ Theft _____ (Attach the Law Enforcement Agency Theft Report)
Date

☐ Destroyed by
☐ Natural Disaster _____
Date
☐ Traffic Accident _____
Date

☐ Trade-In _____
Date

☐ Donated _____ Agency receiving donation: _____
Date

Disposal of: 32075 2016 CHEVROLET TAHOE
FAID No.

Reason for disposal: AGE OF ASSET, MILAGE, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1GNLCDEC5GR249874

From: 172111 FLEET MGMT Location: 2875 NICHOLAS AVE DICKINSONSON 77638
Department No. & Name Building, Floor, Suite, or Room No.

Comments: C3625

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

Edward A. [Signature]
Fixed Asset Property Manager



FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Elizabeth Bryant ELIZABETH BRYANT 172111/FLEET MGMT

Signature

Print Name

Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid:

Disposal of FAID No: 32075 Description: 2016 CHEVROLET TAHOE

Unit # C3625 Serial/VIN: 1GNLCDEC5GR249874 Mileage: 129125 APX

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? Yes ☒ No X If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? X Yes Yes No If No, please explain: _____

Is there a spare tire? Yes X No Is the full jack present? Yes X No

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

Edward J. [Signature]
Fixed Asset Property Manager

Form No. FA-06

1/10/25 2:27PM

Vehicle Inspection Form

Inventory ID: **C3625**

Asset Number: **32075**

Fair Market Value:

Short Description:
Year **2016**

Make **CHEVROLET**

Model **TAHOE MPV**

VIN: **1GNLCDE5GR249874** Title Restriction: ☐ Y ☐ N

Odometer: **129663** ☒ Miles ☐ Kilometers Odometer Accurate ☐ Y ☐ N:

Long Description:

This Vehicle: ☒ Starts ☐ Starts with a Boost & ☒ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: **5.3L V8** ☒ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☒ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed: **OVERDUE FOR SERVICE**

This vehicle was maintained every ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☒ Automatic ☐ Manual Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed:

Drivetrain: ☒ 2 Wheel Drive ☐ 4 Wheel Drive Condition:

Exterior: Color: **GRAY** Windows: ☐ No Cracked Glass ☒ Cracked **WINDSHIELD**

Minor: ☒ Dents ☒ Scratches ☒ Dings Tire Condition: **FAIR** Tread: #Flat Hubcaps #

Major Damage to: **HOOD & ROOF SUN DAMAGED**

Additional Damage: **FRONT FAIRING LOOSE**

Decals: ☐ None ☐ Have Been Sprayed or ☒ Have been Removed & ☐ Impressions Remain ☒ No Impressions

Emergency equip: ☐ None ☒ Has been removed & ☐ There are holes in the exterior ☒ There are no holes

Interior: Color **GRAY/BLACK** ☒ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: **NORMAL WEAR & TEAR; MISSING SOME INTERIOR PANELS**

Damage to Dash/Floor: **NORMAL WEAR & TEAR**

Radio: ☒ Stock or ☐ Brand & Model: ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☒ AM/FM CD

☒ AC (Condition: ☒ Cold ☐ Unknown) ☐ No AC

Air Bags: ☐ Driver's Side ☒ Dual

☒ Cruise Control ☒ Tilt Steering ☒ Remote Mirrors ☒ Climate Control

Power: ☒ Steering ☒ Windows ☒ Door Locks ☒ Seats

Additional Equipment:

Manufacturer Model Serial #

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand Hitch: Type

Location of Asset: **DSY 12/31/2024**

For more information contact:

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

2/17/'25 9:05 AM

11/13/'24 11:14 AM



ASSET TRANSFER REQUEST

Date: 11/13/2024

To: Purchasing Department, Fixed Asset Property Manager

Transferor: [Signature] Lee Crowder Department / Division: 296100/ Flood Control
(Authorized Asset Custodian Signature) (Print Name)

Receiver: [Signature] Elizabeth Bryant Department / Division: 172111/Fleet Mgmt
(Authorized Asset Custodian Signature) (Print Name)

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 32083 Unit # C5610 Description 2016 RHINO BATWING MOWER Serial/VIN 30131
(FAID#, last 5 digits) (last 5 digits)
From 296100/Flood Control Location TEXAS CITY/SEAWALL MAINT. 16000 LOOP 197
(Department/Division Name) (Building, Floor, Suite or Room No)
To 172111/Fleet Mgmt Location Dickinson/2875 NICHOLS-DKSN FLEET LOT
(Department/Division Name) (Building, Floor, Suite or Room No)
Reason for Transfer RETIRED, DECK RUSTED THROUGH, WHEELS RUSTED OFF

Transfer _____ Unit # _____ Description _____ Serial/VIN _____
(FAID#, last 5 digits) (last 5 digits)
From _____ Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)
To _____ Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)
Reason for Transfer _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

11/13/2024
Date Form Processed

[Signature]
Fixed Asset Property Manager

W/Flood Assets/FA Forms/FA-02, Transfer
revised 10/08/2020



ASSET DISPOSAL REPORT

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT

Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ Auction _____
Date
- ☐ Theft _____ (Attach the Law Enforcement Agency Theft Report)
Date
- ☐ Destroyed by
☐ Natural Disaster _____
Date
☐ Traffic Accident _____
Date
- ☐ Trade-In _____
Date
- ☐ Donated _____ Agency receiving donation: _____
Date

Disposal of: 32083 2016 RHINO 5150 BATWING ATTACHMENT

FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 30131

From: 172111 FLEET MGMT

Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSONSON 77539

Building, Floor, Suite, or Room No.

Comments: C5610

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

[Signature]
Fixed Asset Property Manager

Generic Inspection Form

Inventory ID: C5610

Asset Number 32083

Anticipated Sale Price:

Short Description: BATWING MOWER

Year 2016

Manufacturer RHINO

Model 6150-3

Please fill in or check if applicable

Long Description:

2016 RHINO BATWING MOWER/SHREDDER

This Equipment: ☐ Is Operable ☒ Is Not Operable ☐ For Parts Only ☒ Needs Repair ☐ The Condition is Unknown☐ Hours: _____ This equipment was maintained every ☐ Hours ☐ Days

Serial # 30131

Repairs needed: EXTENSIVE RUST;
MISSING WHEELS ON BATWINGS;

Description of Use

CUT GRASS IN LARGE SECTIONS OF FIELDS AND PASTURES

Color RHINO ORANGE/BLACK ☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☒ Plastic ☐ Wood ☐ Rubber

Minor damage to:

Major damage to: EXTENSIVE RUST; MISSING WHEELS ON BATWINGS

Size: Length: Feet: 15 Inches: 11 Width/Depth: Feet: 8 Inches: 6 Height: Feet: 8 Inches: 6

Men's Size: _____ Women's Size: _____

Additional Equipment: Manufacturer _____

Model _____

Serial # _____

Condition: ☐ Is Operable ☐ Needs repair ☐ Unknown Condition

Description: _____

Additional Equipment: Manufacturer _____

Model _____

Serial # _____

Condition: ☐ Is Operable ☐ Needs repair ☐ Unknown Condition

Description: _____

Additional Equipment: Manufacturer _____

Model _____

Serial # _____

Condition: ☐ Is Operable ☐ Needs repair ☐ Unknown Condition

Description: _____

Comments:

Location of Asset: DSY 12/17/2024

For more information contact: _____



ASSET TRANSFER REQUEST

Date: 09/11/24

To: Purchasing Department, Fixed Asset Property Manager

Transferor: [Signature] (Authorized Asset Custodian Signature) (Print Name) Department / Division: GCSO

Receiver: [Signature] (Authorized Asset Custodian Signature) Elizabeth Bryant (Print Name) Department / Division: FLEET/172111

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 32157 (FAID#, last 5 digits) Unit # 3710 Description 2017 EXPLORE SerialVIN 95410 (last 5 digits)
 From GCSO/Patrol (Department/Division Name) Location 601 54th street, Galveston (Building, Floor, Suite or Room No)
 To FLEET/172111 (Department/Division Name) Location 2875 NICHOLAS AVE DKN (Building, Floor, Suite or Room No)
 Reason for Transfer Pre-Disposal Rplaced by unit 3515

Transfer _____ (FAID#, last 5 digits) Unit # _____ Description _____ SerialVIN _____ (last 5 digits)
 From _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)
 To _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)
 Reason for Transfer Pre-Disposal

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

9/13/2024
 Date Form Processed

[Signature]
 Fixed Asset Property Manager

wa/Fixed Assets/FA Forms/FA-02, Transfer
 revised 10/03/2020



ASSET DISPOSAL REPORT

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT

Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ Auction _____
Date
- ☐ Theft _____ (Attach the Law Enforcement Agency Theft Report)
Date
- ☐ Destroyed by
☐ Natural Disaster _____
Date
☐ Traffic Accident _____
Date
- ☐ Trade-In _____
Date
- ☐ Donated _____ Agency receiving donation: _____
Date

Disposal of: 32157 2017 FORD EXPLORER
FAID No.

Reason for disposal: AGE OF ASSET, MILAGE, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1FM5K8B88HGA95410

From: 172111 FLEET MGMT Location: 2875 NICHOLAS AVE DICKINSONSON 77539
Department No. & Name Building, Floor, Suite, or Room No.

Comments: C3710

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

Edward A. [Signature]
Fixed Asset Property Manager



FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] ELIZABETH BRYANT 172111/FLEET MGMT
Signature Print Name Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 32157 Description: 2017 FORD EXPLORER

Unit # C3710 Serial/VIN: 1FM5K8B88HGA95410 Mileage: 135140 APX

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? Yes ☒ No If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? ☒ Yes No If No, please explain: _____

Is there a spare tire? Yes ☒ No Is the full jack present? Yes ☒ No

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

[Signature]
Fixed Asset Property Manager

Form No. FA-06

Vehicle Inspection Form

Inventory ID: C3710	Asset Number: 32157	Fair Market Value:
Short Description: Year 2017 Make FORD Model EXPLORER		
VIN: 1 F M 5 K 8 B 8 8 H G A 9 5 4 1 0 Title Restriction: <input type="checkbox"/> Y <input type="checkbox"/> N		
Odometer: 1 3 5 4 2 4 <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers Odometer Accurate <input type="checkbox"/> Y <input type="checkbox"/> N:		
Long Description: This Vehicle: <input type="checkbox"/> Starts <input checked="" type="checkbox"/> Starts with a Boost & <input checked="" type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine- Type: 3.5L, V6 <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input checked="" type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: _____ This vehicle was maintained every _____ <input type="checkbox"/> Days <input type="checkbox"/> Hours <input type="checkbox"/> Miles Date Removed From Service: _____ Maintenance Records: <input type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection Transmission: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual _____ Speed Condition: <input type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ Drivetrain: <input type="checkbox"/> 2 Wheel Drive <input checked="" type="checkbox"/> 4 Wheel Drive Condition: _____		
Exterior: Color: SILVER Windows: <input type="checkbox"/> No Cracked Glass <input checked="" type="checkbox"/> Cracked <small>BULLSEYE ON WINDSHIELD</small> Minor: <input checked="" type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings Tire Condition: FAIR Tread: _____ #Flat _____ Hubcaps # _____ Major Damage to: SURFACE RUST ON ROOF; PEELING PAINT ON HOOD Additional Damage: RIGHT REAR QUARTER PANEL DENTED Decals: <input checked="" type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input type="checkbox"/> Have been Removed & <input type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input type="checkbox"/> None <input checked="" type="checkbox"/> Has been removed & <input type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes		
Interior: Color TAN <input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: WORN & STAINED Damage to Dash/Floor: WORN & STAINED; REAR COMPARTMENT MODIFIED Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input checked="" type="checkbox"/> AM/FM CD <input checked="" type="checkbox"/> AC (Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input checked="" type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input checked="" type="checkbox"/> Seats		
Additional Equipment: _____ Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____		
Location of Asset: DSY 9/11/2024 For more information contact: _____ Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.		



ASSET TRANSFER REQUEST

Date: 11/13/2024

To: Purchasing Department, Fixed Asset Property Manager

Transferor: Lee Crowder Department / Division: 296100/ Flood Control
(Authorized Asset Custodian Signature) (Print Name)

Receiver: Elizabeth Bryant Department / Division: 172111/Fleet Mgmt
(Authorized Asset Custodian Signature) (Print Name)

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 30791 Unit # C5104 Description 2011 JOHN DEERE, 4 WD SerialVIN 60922
(FAID#, last 5 digits) (last 5 digits)

From 296100/Flood Control Location CRYSTAL BEACH/ 920 NOBLE CARL DRIVE
(Department/Division Name) (Building, Floor, Suite or Room No)

To 172111/Fleet Mgmt Location Dickinson/2875 NICHOLS-DKSN FLEET LOT
(Department/Division Name) (Building, Floor, Suite or Room No)

Reason for Transfer RETIRED, ELECTRICAL & COMPUTER ISSUES, DOES NOT START OR RUN

Transfer 32172 Unit # C5702 Description 2017 RHINO BATWING MOWER SerialVIN 40017
(FAID#, last 5 digits) (last 5 digits)

From 296100/Flood Control Location RYSTAL BEACH/ 920 NOBLE CARL DRIVE
(Department/Division Name) (Building, Floor, Suite or Room No)

To 172111/Fleet Mgmt Location Dickinson/2875 NICHOLS-DKSN FLEET LOT
(Department/Division Name) (Building, Floor, Suite or Room No)

Reason for Transfer RETIRED, DECK RUSTED THROUGH, WHEELS RUSTED OFF

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

11/13/2024
 Date Form Processed

Edward J. [Signature]
 Fixed Asset Property Manager

w/ Fixed Assets/FA Forms/PA-02, Transfer
 revised 10/05/2020



ASSET DISPOSAL REPORT

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT

Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ Auction _____
Date
- ☐ Theft _____ (Attach the Law Enforcement Agency Theft Report)
Date
- ☐ Destroyed by
☐ Natural Disaster _____
Date
☐ Traffic Accident _____
Date
- ☐ Trade-In _____
Date
- ☐ Donated _____ Agency receiving donation: _____
Date

Disposal of: 32172 2017 RHINO 5150 BATWING ATTACHMENT
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 40017

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSONSON 77539
Building, Floor, Suite, or Room No.

Comments: C5702

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

Edward J. [Signature]
Fixed Asset Property Manager



GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 2/13/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From:  **ELIZABETH BRYANT** **172111 FLEET MGT**
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal: Destroy Scrap Salvage Starting Bid \$

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: 32172 Description: BATWING MOWER ATTACHMENT

Make: RHINO Model: 5150

Serial/VIN: 40017 Year: 2017 Color: RED

Description of Use:

Reason for Disposal: AGE OF ASSET / ASSET HAS BEEN REPLACED

Is this item currently in sound working condition? Yes No

If no, please describe and list all defects.

C5702

Other:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed


Fixed Asset Property Manager

Form No. FA-07
03/18/2013

Generic Inspection Form

Inventory ID: C5702

Asset Number 32172

Anticipated Sale Price:

Short Description: BATWING MOWER

Year 2017

Manufacturer RHINO

Model 5150-4

Please fill in or check if apply.

Long Description:

2017 RHINO BATWING MOWER/SHREDDER

This Equipment: ☐ Is Operable ☒ Is Not Operable ☐ For Parts Only ☒ Needs Repair ☐ The Condition is Unknown☐ Hours: _____ This equipment was maintained every _____ ☐ Hours ☐ Days

Serial # 40017

Repairs needed: EXTENSIVE RUST; 1 GEAR HOUSING FELL THROUGH THE DECK;
MISSING WHEELS ON BATWINGS; MISSING FRONT SKID PLATES

Description of Use

CUT GRASS IN LARGE SECTIONS OF FIELDS AND PASTURES

Color RHINO ORANGE/BLACK ☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☒ Plastic ☐ Wood ☒ Rubber

Minor damage to: 1 GEAR HOUSING HAS FALLEN THROUGH THE DECK; MISSING FRONT SKID PLATES

Major damage to: EXTENSIVE RUST; MISSING WHEELS ON BATWINGS

Size: Length: Feet: 15 Inches: 11 Width/Depth: Feet: 8 Inches: 6 Height: Feet: 8 Inches: 6

Men's Size: _____ Women's Size: _____

Additional Equipment: Manufacturer _____ Model _____

Serial # _____ Condition: ☐ Is Operable ☐ Needs repair ☐ Unknown Condition

Description: _____

Additional Equipment: Manufacturer _____ Model _____

Serial # _____ Condition: ☐ Is Operable ☐ Needs repair ☐ Unknown Condition

Description: _____

Additional Equipment: Manufacturer _____ Model _____

Serial # _____ Condition: ☐ Is Operable ☐ Needs repair ☐ Unknown Condition

Description: _____

Comments:

Location of Asset: DSY 12/17/2024

For more information contact: _____

AULT201



ASSET TRANSFER REQUEST

Date: 6/13/24

To: Purchasing Department, Fixed Asset Property Manager

Transferor: *[Signature]* *Row Hine* Department / Division: _____
(Authorized Asset Custodian Signature) (Print Name)

Receiver: *[Signature]* Elizabeth Bryant Department / Division: FLEET/172111
(Authorized Custodian Signature) (Print Name)

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 32632 Unit # 3915 Description 2019 Tahoe SerialVIN 04479
(FAID#, last 5 digits) (last 5 digits)
 From GCSO/Patrol Location 601 54th street, Galveston
(Department/Division Name) (Building, Floor, Suite or Room No)
 To FLEET/172111 Location 5115 HWY 3 DICKINSON TX 77539
(Department/Division Name) (Building, Floor, Suite or Room No)
 Reason for Transfer Pre-Disposal

Transfer _____ Unit # _____ Description _____ SerialVIN _____
(FAID#, last 5 digits) (last 5 digits)
 From _____ Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)
 To _____ Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)
 Reason for Transfer Pre-Disposal

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/20/2024
 Date Form Processed

[Signature]
 Fixed Asset Property Manager

Fixed Assets/FA Form/FA-02, Transfer
 revised 10/05/2020



ASSET DISPOSAL REPORT

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager,

From: 172111 / FLEET MGMT [Signature]
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ Auction _____ Date _____
- ☐ Theft _____ (Attach the Law Enforcement Agency Theft Report)
Date _____
- ☐ Destroyed by
☐ Natural Disaster _____ Date _____
☐ Traffic Accident _____ Date _____
- ☐ Trade-In _____ Date _____
- ☐ Donated _____ Agency receiving donation: _____
Date _____

Disposal of: 32632 2019 CHEVROLET TAHOE
FAID No. _____

Reason for disposal: AGE OF ASSET, MILAGE, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1GNLCDEC0KR304479

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON 77539
Building, Floor, Suite, or Room No.

Comments: C3915

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

[Signature]
Fixed Asset Property Manager



FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] ELIZABETH BRYANT 172111/FLEET MGMT
Signature Print Name Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid:

Disposal of FAID No: 32632 Description: 2019 CHEVROLET TAHOE

Unit # C3915 Serial/VIN: 1GNLCDEC0KR304479 Mileage: 102744 APX

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? Yes ☒ No X If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? X Yes Yes No If No, please explain: _____

Is there a spare tire? Yes X No Is the full jack present? Yes X No

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

2/17/2025
Date Form Processed

PURCHASING DEPARTMENT USE ONLY

[Signature]
Fixed Asset Property Manager

Form No. FA-06

6/25/24 9:03 AM

Vehicle Inspection Form

Inventory ID: **C3915**

Asset Number: **32632**

Fair Market Value:

Short Description:
Year **2019**

Make **CHEVROLET**

Model **TAHOE**

VIN: **1GNLCDECKR304479**

Title Restriction: ☐ Y ☐ N

Odometer: **102771**

☒ Miles

☐ Kilometers

Odometer Accurate ☐ Y ☐ N:

Long Description:

This Vehicle: ☒ Starts ☐ Starts with a Boost & ☒ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: **5.3L V8** ☒ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☒ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed:

This vehicle was maintained every _____ ☐ Days ☐ Hours ☐ Miles

Date Removed From Service:

Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☒ Automatic ☐ Manual _____ Speed Condition: ☒ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: _____

Drivetrain: ☒ 2 Wheel Drive ☐ 4 Wheel Drive Condition: _____

Exterior: Color: **WHITE**

Windows: ☐ No Cracked Glass ☒ Cracked **BULLSEYE IN WINDSHIELD**

Minor: ☒ Dents ☒ Scratches ☒ Dings Tire Condition: **POOR** Tread: _____ #Flat _____ Hubcaps # _____

Major Damage to: **PUSH BAR BRACKETS STILL ATTACHED**

Additional Damage: **SPOTLIGHT REMOVED**

Decals: ☐ None ☐ Have Been Sprayed or ☒ Have been Removed & ☒ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☒ Has been removed & ☒ There are holes in the exterior ☐ There are no holes

Interior: Color **BLACK** ☒ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: **MISSING PANELS; NO CENTER CONSOLE; SCUFFED PANELS & DASH**

Damage to Dash/Floor: **EXPOSED WIRING; HOLES IN FLOOR**

Radio: ☒ Stock or ☐ Brand & Model: _____ ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☒ AM/FM CD

☒ AC (Condition: ☐ Cold ☒ Unknown) ☐ No AC

Air Bags: ☐ Driver's Side ☒ Dual

☒ Cruise Control ☐ Tilt Steering ☒ Remote Mirrors ☒ Climate Control

Power: ☒ Steering ☒ Windows ☒ Door Locks ☒ Seats

Additional Equipment: _____

Manufacturer _____ Model _____ Serial # _____

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand _____ ☐ Hitch: Type _____

Location of Asset: **DSY 6/21/2024**

For more information contact: _____

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.



ASSET TRANSFER REQUEST

Date: 11-18-24

To: Purchasing Department, Fixed Asset Property Manager

Transferor: [Signature] Jack W. Walker Department / Division: GCSD-PATROL
(Authorized Asset Custodian Signature) (Print Name)

Receiver: [Signature] ELIZABETH BRYANT Department / Division: 172111/FLEET MGMT
(Authorized Asset Custodian Signature) (Print Name)

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 32675 Unit # 3919 Description Ford 2019 Expedition Serial/VIN 36292
(FAID#, last 5 digits) (last 5 digits)

From GCSD-PATROL Location 601 54th STREET, Galveston TX
(Department/Division Name) (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT Location 2875 NICHOLAS AVE, DKN 77539
(Department/Division Name) (Building, Floor, Suite or Room No)

Reason for Transfer ASSET REPLACED

Transfer _____ Unit # _____ Description _____ Serial/VIN _____
(FAID#, last 5 digits) (last 5 digits)

From _____ Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)

To _____ Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)

Reason for Transfer _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

11/19/2024
 Date Form Processed

[Signature]
 Fixed Asset Property Manager

vc/Fixed Assets/FA Forms/FA-02, Transfer
 revised 10/05/2020



ASSET DISPOSAL REPORT

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT

Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ Auction _____
Date
- ☐ Theft _____ (Attach the Law Enforcement Agency Theft Report)
Date
- ☐ Destroyed by
☐ Natural Disaster _____
Date
☐ Traffic Accident _____
Date
- ☐ Trade-In _____
Date
- ☐ Donated _____ Agency receiving donation: _____
Date

Disposal of: 32675 2019 FORD EXPEDITION
FAID No.

Reason for disposal: AGE OF ASSET, MILAGE, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1FMJU1GT8KEA36292

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON 77539
Building, Floor, Suite, or Room No.

Comments: €3919

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

Edward J. [Signature]
Fixed Asset Property Manager



FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 2/14/2025

To: Purchasing Department Attention: Fixed Asset Property Manager

From: *Elizabeth Bryant* ELIZABETH BRYANT 172111/FLEET MGMT
Signature Print Name Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 32675 Description: 2019 FORD EXPEDITION

Unit # C3919 Serial/VIN: 1FMJU1GT8KEA36292 Mileage: 128311 APX

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? Yes ☒ No _____ If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? ☒ Yes _____ No _____ If No, please explain: _____

Is there a spare tire? _____ Yes ☒ No _____ Is the full jack present? _____ Yes ☒ No _____

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

Edward J. [Signature]
Fixed Asset Property Manager

Form No. FA-06

Vehicle Inspection Form

Inventory ID: C3919	Asset Number: 32675	Fair Market Value:
Short Description: Year: 2019 Make: FORD Model: EXPEDITION		
VIN: 1 F M J U 1 G T 8 K E A 3 6 2 9 2 Title Restriction: <input type="checkbox"/> Y <input type="checkbox"/> N		
Odometer: 1 2 8 5 0 8 <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers Odometer Accurate <input type="checkbox"/> Y <input type="checkbox"/> N:		
Long Description: This Vehicle: <input checked="" type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input checked="" type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine- Type: 3.5L, V6 <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input checked="" type="checkbox"/> Runs <input checked="" type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: LOW TIRE LIGHT ON This vehicle was maintained every _____ <input type="checkbox"/> Days <input type="checkbox"/> Hours <input type="checkbox"/> Miles Date Removed From Service: _____ Maintenance Records: <input type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection Transmission: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual _____ Speed Condition: <input type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ Drivetrain: <input type="checkbox"/> 2 Wheel Drive <input checked="" type="checkbox"/> 4 Wheel Drive Condition: _____		
Exterior: Color: WHITE Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked Minor: <input checked="" type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings Tire Condition: FAIR Tread: _____ #Flat _____ Hubcaps # _____ Major Damage to: FRONT FAIRING LOOSE Additional Damage: PUSH BAR BRACKETS STILL ATTACHED Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input checked="" type="checkbox"/> Have been Removed & <input checked="" type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input type="checkbox"/> None <input checked="" type="checkbox"/> Has been removed & <input checked="" type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes		
Interior: Color: BLACK <input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: WORN, TORN & STAINED; NO CENTER CONSOLE; EXPOSED WIRES Damage to Dash/Floor: WORN, TORN & STAINED; CAGE BRACKETS STILL INSIDE VEHICLE Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input checked="" type="checkbox"/> AC (Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input checked="" type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input checked="" type="checkbox"/> Seats		
Additional Equipment: SPOTLIGHT Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____		
Location of Asset: DSY 12/19/2024 For more information contact: _____ Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.		



ASSET TRANSFER REQUEST

Date: 3 NOV 2023

To: Purchasing Department, Fixed Asset Property Manager

 Transferor: [Signature] DERRECK ROSE Department / Division: PCT3 / 22300
(Authorized Asset Custodian Signature) (Print Name)

 Receiver: [Signature] ELEZABETH BRYANT Department / Division: 172111/FLEET MGMT
(Authorized Asset Custodian Signature) (Print Name)

RE: Please amend the Inventory to reflect the following change(s) due to TRANSFER

 Transfer 32690 Unit # C8911 Description 2019 FORD F150 Serial/VIN 57837
(FAID#, last 5 digits) (last 5 digits)

 From 22300/PCT3 Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)

 To 172111/FLEET MGMT Location 2875 NICHOLAS AVE, DKN 77539
(Department/Division Name) (Building, Floor, Suite or Room No)
Reason for Transfer EXTENSIVE RUST ON UNDERCARRAGE
 Transfer _____ Unit # _____ Description _____ Serial/VIN _____
(FAID#, last 5 digits) (last 5 digits)

 From _____ Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)

 To _____ Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)

Reason for Transfer _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

1/18/2024
 Date Form Processed

[Signature]
 Fixed Asset Property Manager

 wr/Fixed Assets/FA Forms/FA-02, Transfer
 revised 10/05/2020



ASSET DISPOSAL REPORT

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT

Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ **Auction** _____
Date
- ☐ **Theft** _____ (Attach the Law Enforcement Agency Theft Report)
Date
- ☐ **Destroyed by**
☐ Natural Disaster _____
Date
☐ Traffic Accident _____
Date
- ☐ **Trade-In** _____
Date
- ☐ **Donated** _____ Agency receiving donation: _____
Date

Disposal of: 32690 2019 FORD F150
FAID No.

Reason for disposal: AGE OF ASSET, MILAGE, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1FTFW1E45KKD57837

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON 77539
Building, Floor, Suite, or Room No.

Comments: C8911

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

Edward J. [Signature]
Fixed Asset Property Manager



FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: ELIZABETH BRYANT 172111/FLEET MGMT
Signature Print Name Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid:

Disposal of FAID No: 32690 Description: 2019 FORD F150

Unit # C8911 Serial/VIN: 1FTFW1E45KKD57837 Mileage: 75839 APX

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? Yes ☒ No If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? ☒ Yes _____ No If No, please explain: _____

Is there a spare tire? _____ Yes ☒ No Is the full jack present? _____ Yes ☒ No

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

Edward F. Bryant
Fixed Asset Property Manager

Form No. FA-06

Vehicle Inspection Form

Inventory ID: C8911	Asset Number: 32690	Fair Market Value:
Short Description: Year 2019 Make FORD Model F150 XL PICKUP TRUCK		
VIN: 1 F T F W 1 E 4 5 K K D 5 7 8 3 7 Title Restriction: <input type="checkbox"/> Y <input type="checkbox"/> N		
Odometer: 7 5 8 3 7 <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers Odometer Accurate <input type="checkbox"/> Y <input type="checkbox"/> N:		
Long Description: This Vehicle: <input type="checkbox"/> Starts <input checked="" type="checkbox"/> Starts with a Boost & <input type="checkbox"/> Runs/Driveable <input checked="" type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine- Type: 3.5L, v6 <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input checked="" type="checkbox"/> Runs <input checked="" type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: CHECK ENGINE LIGHT ON This vehicle was maintained every _____ <input type="checkbox"/> Days <input type="checkbox"/> Hours <input type="checkbox"/> Miles Date Removed From Service: _____ Maintenance Records: <input type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection Transmission: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual _____ Speed Condition: <input type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ Drivetrain: <input type="checkbox"/> 2 Wheel Drive <input checked="" type="checkbox"/> 4 Wheel Drive Condition: _____		
Exterior: Color: WHITE Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked Minor: <input checked="" type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings Tire Condition: GOOD Tread: _____ #Flat _____ Hubcaps # _____ Major Damage to: EXTENSIVE RUST Additional Damage: BODY PANELS RUSTED; BUMPERS RUSTED Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input checked="" type="checkbox"/> Have been Removed & <input checked="" type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input type="checkbox"/> None <input checked="" type="checkbox"/> Has been removed & <input type="checkbox"/> There are holes in the exterior <input checked="" type="checkbox"/> There are no holes		
Interior: Color GRAY <input type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: WORN, TORN & STAINED; NO CENTER CONSOLE Damage to Dash/Floor: WORN & STAINED; EXPOSED WIRING Radio: <input type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input checked="" type="checkbox"/> AC (Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input checked="" type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input type="checkbox"/> Seats		
Additional Equipment: Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____		
Location of Asset: DSY 1/23/2024 For more information contact: _____ Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.		



ASSET TRANSFER REQUEST

Date: 11-18-24To: Purchasing Department, Fixed Asset Property Manager
 Transferor: X. D. W. U. / Tack Chubler Department / Division: GLSD PATROL
(Authorized Asset Custodian Signature) (Print Name)

 Receiver: Cedric ELIZABETH BRYANT Department / Division: 172111/FLEET MGMT
(Authorized Asset Custodian Signature) (Print Name)
RE: Please amend the inventory to reflect the following change(s) due to TRANSFER
 Transfer 32820 Unit # 3014 Description 2020 Ford EXPE Serial/VIN 40390
(FAIDN, last 5 digits) (last 5 digits)
 From GLSD/PATROL Location 601 54th STREET
(Department/Division Name) (Building, Floor, Suite or Room No)
 To 172111/FLEET MGMT Location 2875 NICHOLAS AVE, DKN 77539
(Department/Division Name) (Building, Floor, Suite or Room No)
 Reason for Transfer ASSET REDUCED

 Transfer _____ Unit # _____ Description _____ Serial/VIN _____
(FAIDN, last 5 digits) (last 5 digits)
 From _____ Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)
 To _____ Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)
 Reason for Transfer _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

11/19/2024
 Date Form Processed

Edmund J. [Signature]
 Fixed Asset Property Manager

 w/ Fixed Asset/FA Forms/FA-02, Transfer
 revised 30/05/2020



ASSET DISPOSAL REPORT

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT [Signature]
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ Auction _____
Date
- ☐ Theft _____ (Attach the Law Enforcement Agency Theft Report)
Date
- ☐ Destroyed by
☐ Natural Disaster _____
Date
☐ Traffic Accident _____
Date
- ☐ Trade-In _____
Date
- ☐ Donated _____ Agency receiving donation: _____
Date

Disposal of: 32820 2020 FORD EXPEDITION
FAID No.

Reason for disposal: AGE OF ASSET, MILAGE, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1FMJU1GT4LEA40390

From: 172111 FLEET MGMT Location: 2875 NICHOLAS AVE DICKINSONSON 77539
Department No. & Name Building, Floor, Suite, or Room No.

Comments: C3014

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

[Signature]
Fixed Asset Property Manager



FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: ELIZABETH BRYANT 172111/FLEET MGMT
Signature Print Name Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid:

Disposal of FAID No: 32820 Description: 2020 FORD EXPEDITION

Unit # C3014 Serial/VIN: 1FMJU1GT4LEA40390 Mileage: 116168 APX

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? Yes ☒ No If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? ☒ Yes _____ No If No, please explain: _____

Is there a spare tire? Yes ☒ No Is the full jack present? Yes ☒ No

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

Edward J. [Signature]
Fixed Asset Property Manager

Form No. FA-06

Vehicle Inspection Form

Inventory ID: C3014	Asset Number: 32820	Fair Market Value:
Short Description: Year: 2020 Make: FORD Model: EXPEDITION		
VIN: 1 F M J U 1 G T 4 L E A 4 0 3 9 0 Title Restriction: <input type="checkbox"/> Y <input type="checkbox"/> N		
Odometer: 1 1 6 4 7 5 <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers Odometer Accurate <input type="checkbox"/> Y <input type="checkbox"/> N:		
Long Description: This Vehicle: <input type="checkbox"/> Starts <input checked="" type="checkbox"/> Starts with a Boost & <input checked="" type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine- Type: 3.5L, V6 <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input checked="" type="checkbox"/> Runs <input checked="" type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: CHECK ENGINE LIGHT ON This vehicle was maintained every _____ <input type="checkbox"/> Days <input type="checkbox"/> Hours <input type="checkbox"/> Miles Date Removed From Service: _____ Maintenance Records: <input type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection Transmission: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual _____ Speed Condition: <input type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ Drivetrain: <input type="checkbox"/> 2 Wheel Drive <input checked="" type="checkbox"/> 4 Wheel Drive Condition: _____		
Exterior: Color: WHITE Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked Minor: <input checked="" type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings Tire Condition: POOR Tread: _____ #Flat _____ Hubcaps # _____ Major Damage to: _____ Additional Damage: PUSH BAR BRACKETS STILL ATTACHED Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input checked="" type="checkbox"/> Have been Removed & <input checked="" type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input type="checkbox"/> None <input checked="" type="checkbox"/> Has been removed & <input checked="" type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes		
Interior: Color: BLACK <input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: WORN, TORN & STAINED; NO CENTER CONSOLE Damage to Dash/Floor: WORN, TORN & STAINED Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input type="checkbox"/> AC (Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input checked="" type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input checked="" type="checkbox"/> Seats		
Additional Equipment: SPOTLIGHT Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____		
Location of Asset: DSY 12/19/2024 For more information contact: _____ Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.		



ASSET TRANSFER REQUEST

Date: 11/7/2024To: Purchasing Department, Fixed Asset Property Manager
 Transferor: Henry Trachsel Henry Trachsel Department / Division: Sheriff
(Authorized Asset Custodian Signature) (Print Name)

 Receiver: Elizabeth Bryant Elizabeth Bryant Department / Division: 1101 172111
(Authorized Asset Custodian Signature) (Print Name)
RE: Please amend the inventory to reflect the following change(s) due to TRANSFER
 Transfer 32771 Unit # 3004 Description 2020 TAHOE Serial/VIN 245701
(FAID#, last 5 digits) (last 5 digits)
 From SHERIFF PATROL Location 601 54TH ST.
(Department/Division Name) (Building, Floor, Suite or Room No)
 To FLEET MANAGEMENT Location 5115 HWY 3
(Department/Division Name) (Building, Floor, Suite or Room No)
 Reason for Transfer SURPLUS, REPLACED WITH C3341

 Transfer 32822 Unit # 3013 Description 2020 EXPEDITION Serial/VIN 40391
(FAID#, last 5 digits) (last 5 digits)
 From SHERIFF PATROL Location 601 54TH ST.
(Department/Division Name) (Building, Floor, Suite or Room No)
 To FLEET MANAGEMENT Location 5115 HWY 3
(Department/Division Name) (Building, Floor, Suite or Room No)
 Reason for Transfer SURPLUS, REPLACED WITH C3342

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

11/14/2024
 Date Form Processed

Elizabeth Bryant
 Fixed Asset Property Manager

 w/Fixed Assets/FA Forms/FA-02, Transfer
 revised 10/05/2020



ASSET DISPOSAL REPORT

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT

Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ Auction

Date

☐ Theft

Date

(Attach the Law Enforcement Agency Theft Report)

☐ Destroyed by

☐ Natural Disaster

Date

☐ Traffic Accident

Date

☐ Trade-In

Date

☐ Donated

Date

Agency receiving donation:

Disposal of: 32822 2020 FORD EXPEDITION

FAID No.

Reason for disposal: AGE OF ASSET, MILAGE, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1FMJU1GT6LEA40391

From: 172111 FLEET MGMT

Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSONSON 77539

Building, Floor, Suite, or Room No.

Comments: C3013

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

Edward J. [Signature]
Fixed Asset Property Manager



FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: *Elizabeth Bryant* ELIZABETH BRYANT 172111/FLEET MGMT
Signature Print Name Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 32822 Description: 2020 FORD ESPECITION

Unit # C3013 Serial/VIN: 1FMJU1GT6LEA40391 Mileage: 105441 APX

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? Yes X No If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? X Yes _____ No If No, please explain: _____

Is there a spare tire? _____ Yes X No Is the full jack present? _____ Yes X No

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

Edward J. [Signature]
Fixed Asset Property Manager

Form No. FA-06

Vehicle Inspection Form

Inventory ID: C3013	Asset Number: 32822	Fair Market Value:																	
Short Description: Year 2020 Make FORD Model EXPEDITION																			
VIN: <table border="1" style="display: inline-table; text-align: center; font-family: monospace;"> <tr><td>1</td><td>F</td><td>M</td><td>J</td><td>U</td><td>1</td><td>G</td><td>T</td><td>6</td><td>L</td><td>E</td><td>A</td><td>4</td><td>0</td><td>3</td><td>9</td><td>1</td></tr> </table> Title Restriction: <input type="checkbox"/> Y <input type="checkbox"/> N			1	F	M	J	U	1	G	T	6	L	E	A	4	0	3	9	1
1	F	M	J	U	1	G	T	6	L	E	A	4	0	3	9	1			
Odometer: <table border="1" style="display: inline-table; text-align: center; font-family: monospace;"> <tr><td>1</td><td>0</td><td>5</td><td>4</td><td>3</td><td>8</td></tr> </table> <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers Odometer Accurate <input type="checkbox"/> Y <input type="checkbox"/> N:			1	0	5	4	3	8											
1	0	5	4	3	8														
Long Description: This Vehicle: <input checked="" type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input checked="" type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine- Type: 3.5L, V6 <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input checked="" type="checkbox"/> Runs <input checked="" type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: CHECK ENGINE LIGHT ON This vehicle was maintained every _____ <input type="checkbox"/> Days <input type="checkbox"/> Hours <input type="checkbox"/> Miles Date Removed From Service: _____ Maintenance Records: <input type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection Transmission: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual _____ Speed Condition: <input type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ Drivetrain: <input type="checkbox"/> 2 Wheel Drive <input checked="" type="checkbox"/> 4 Wheel Drive Condition: _____																			
Exterior: Color: WHITE Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked _____ Minor: <input checked="" type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings Tire Condition: POOR Tread: _____ #Flat _____ Hubcaps # _____ Major Damage to: FRONT FAIRING LOOSE Additional Damage: PUSH BAR BRACKETS STILL ATTACHED Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input checked="" type="checkbox"/> Have been Removed & <input checked="" type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input type="checkbox"/> None <input checked="" type="checkbox"/> Has been removed & <input checked="" type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes																			
Interior: Color BLACK <input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: WORN, TORN & STAINED; NO CENTER CONSOLE Damage to Dash/Floor: WORN, TORN & STAINED Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input checked="" type="checkbox"/> AC (Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input checked="" type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input checked="" type="checkbox"/> Seats																			
Additional Equipment: SPOTLIGHT Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____																			
Location of Asset: DSY 12/19/2024 For more information contact: _____ Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.																			



ASSET TRANSFER REQUEST

Date: 11-18-24

To: Purchasing Department, Fixed Asset Property Manager

Transferor: [Signature] (Authorized Asset Custodian Signature) Jacinta Williams (Print Name) Department / Division: GCSD-Patrol

Receiver: [Signature] (Authorized Asset Custodian Signature) ELIZABETH BRYANT (Print Name) Department / Division: 172111/FLEET MGMT

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 32823 (FAID#, last 5 digits) Unit # 3016 Description 2020 Ford Expedition Serial/VIN 40388 (last 5 digits)

From GCSD PATROL (Department/Division Name) Location 601 54th STREET, GALVESTON TX (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT (Department/Division Name) Location 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer ASSET REPLACED

Transfer _____ (FAID#, last 5 digits) Unit # _____ Description _____ Serial/VIN _____ (last 5 digits)

From _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

Reason for Transfer _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

11/19/2024
Date Form Processed

[Signature]
Fixed Asset Property Manager

us/fixed Assets/FA Forms/FA-02, Transfer
revised 10/05/2020



ASSET DISPOSAL REPORT

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT

Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ Auction

Date

☐ Theft

Date

(Attach the Law Enforcement Agency Theft Report)

☐ Destroyed by

☐ Natural Disaster

Date

☐ Traffic Accident

Date

☐ Trade-In

Date

☐ Donated

Date

Agency receiving donation:

Disposal of: 32823 2020 FORD EXPEDITION

FAID No.

Reason for disposal: AGE OF ASSET, MILAGE, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1FMJU1GT6LEA40388

From: 172111 FLEET MGMT

Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSONSON 77539

Building, Floor, Suite, or Room No.

Comments: C3016

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025

Date Form Processed

[Signature]

Fixed Asset Property Manager



FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 2/14/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] ELIZABETH BRYANT 172111/FLEET MGMT
Signature Print Name Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid:

Disposal of FAID No: 32823 Description: 2020 FORD EXPEDITION

Unit # C3016 Serial/VIN: 1FMJU1GT6LEA40388 Mileage: 143315 APX

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? Yes ☒ No If Yes, what year.

What type of damaged resulted from wreck?

List any engine issues:

List any transmission issues:

List any fluid leaks (oil, fuel, radiator, transmission, etc.)

Are all tires road-worthy? ☒ Yes No If No, please explain:

Is there a spare tire? Yes ☒ No Is the full jack present? Yes ☒ No

Other:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/17/2025
Date Form Processed

[Signature]
Fixed Asset Property Manager

Form No. FA-06

Vehicle Inspection Form

Inventory ID: C3016	Asset Number: 32823	Fair Market Value:
Short Description: Year 2020 Make FORD Model EXPEDITION		
VIN: 1 F M J U 1 G T 6 L E A 4 0 3 8 8 Title Restriction: <input type="checkbox"/> Y <input type="checkbox"/> N		
Odometer: 8 8 3 1 5 <input type="checkbox"/> Miles <input type="checkbox"/> Kilometers Odometer Accurate <input type="checkbox"/> Y <input type="checkbox"/> N:		
Long Description: This Vehicle: <input type="checkbox"/> Starts <input checked="" type="checkbox"/> Starts with a Boost & <input checked="" type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine- Type: 3.5L, v6 <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input checked="" type="checkbox"/> Runs <input checked="" type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: CHECK ENGINE LIGHT ON This vehicle was maintained every _____ <input type="checkbox"/> Days <input type="checkbox"/> Hours <input type="checkbox"/> Miles Date Removed From Service: _____ Maintenance Records: <input type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection Transmission: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual _____ Speed Condition: <input type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ Drivetrain: <input type="checkbox"/> 2 Wheel Drive <input checked="" type="checkbox"/> 4 Wheel Drive Condition: _____		
Exterior: Color: WHITE Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked Minor: <input checked="" type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings Tire Condition: POOR Tread: _____ #Flat _____ Hubcaps # _____ Major Damage to: _____ Additional Damage: PUSH BAR BRACKETS STILL ATTACHED Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input checked="" type="checkbox"/> Have been Removed & <input checked="" type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input type="checkbox"/> None <input checked="" type="checkbox"/> Has been removed & <input checked="" type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes		
Interior: Color BLACK <input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: WORN, TORN & STAINED; NO CENTER CONSOLE Damage to Dash/Floor: WORN, TORN & STAINED Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input checked="" type="checkbox"/> AC (Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input checked="" type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input checked="" type="checkbox"/> Seats		
Additional Equipment: SPOTLIGHT Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____		
Location of Asset: DSY 12/19/2024 For more information contact: _____ Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.		







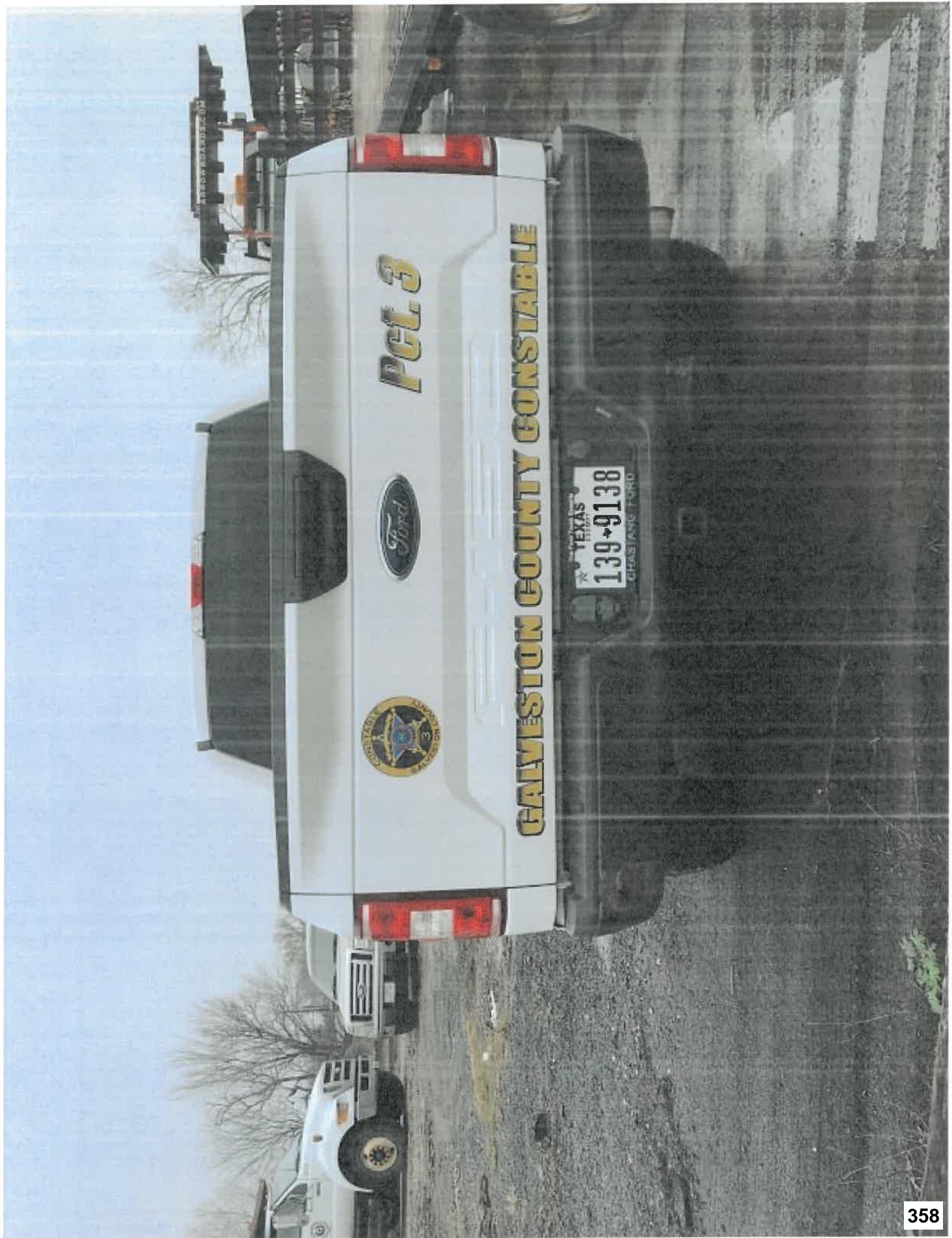










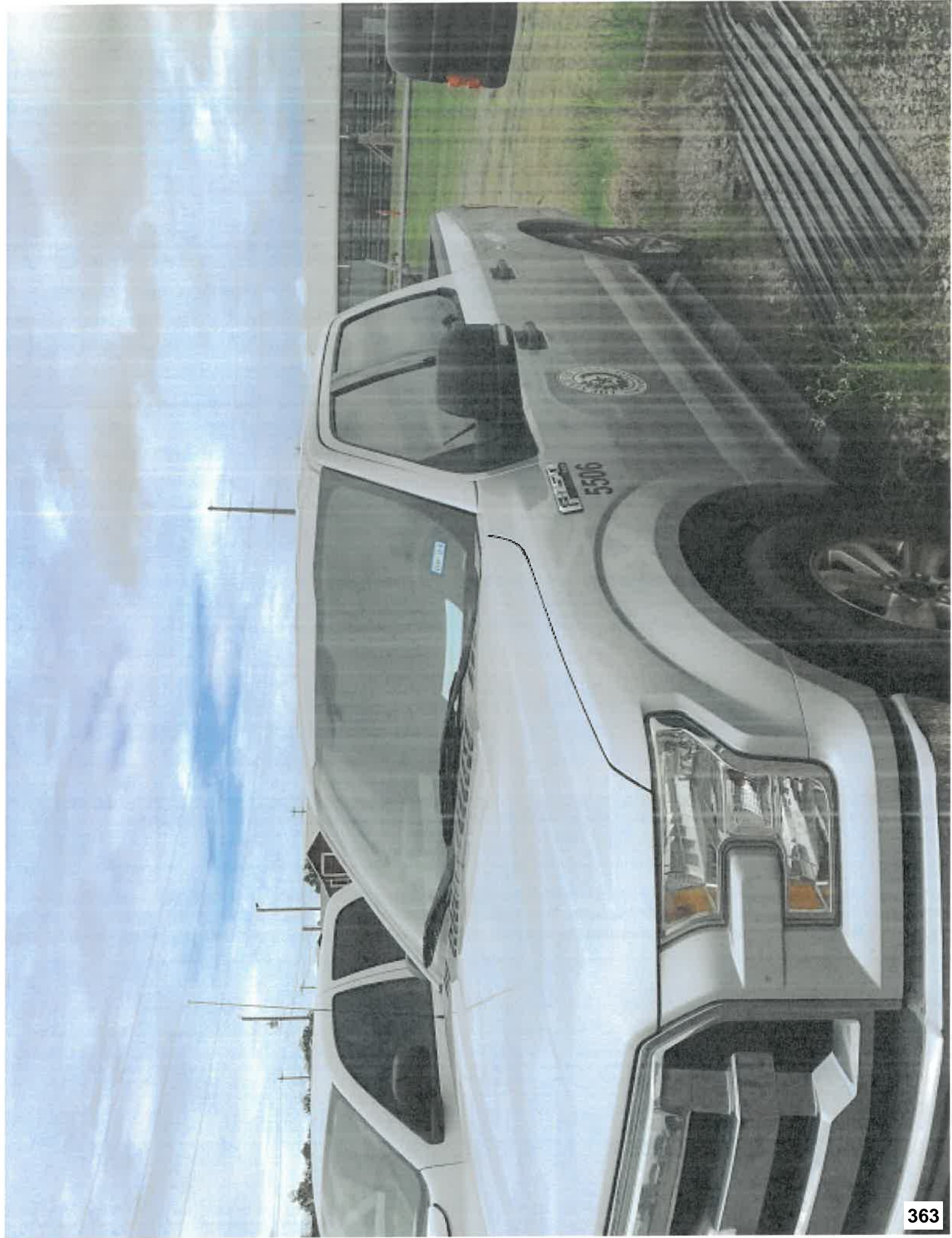






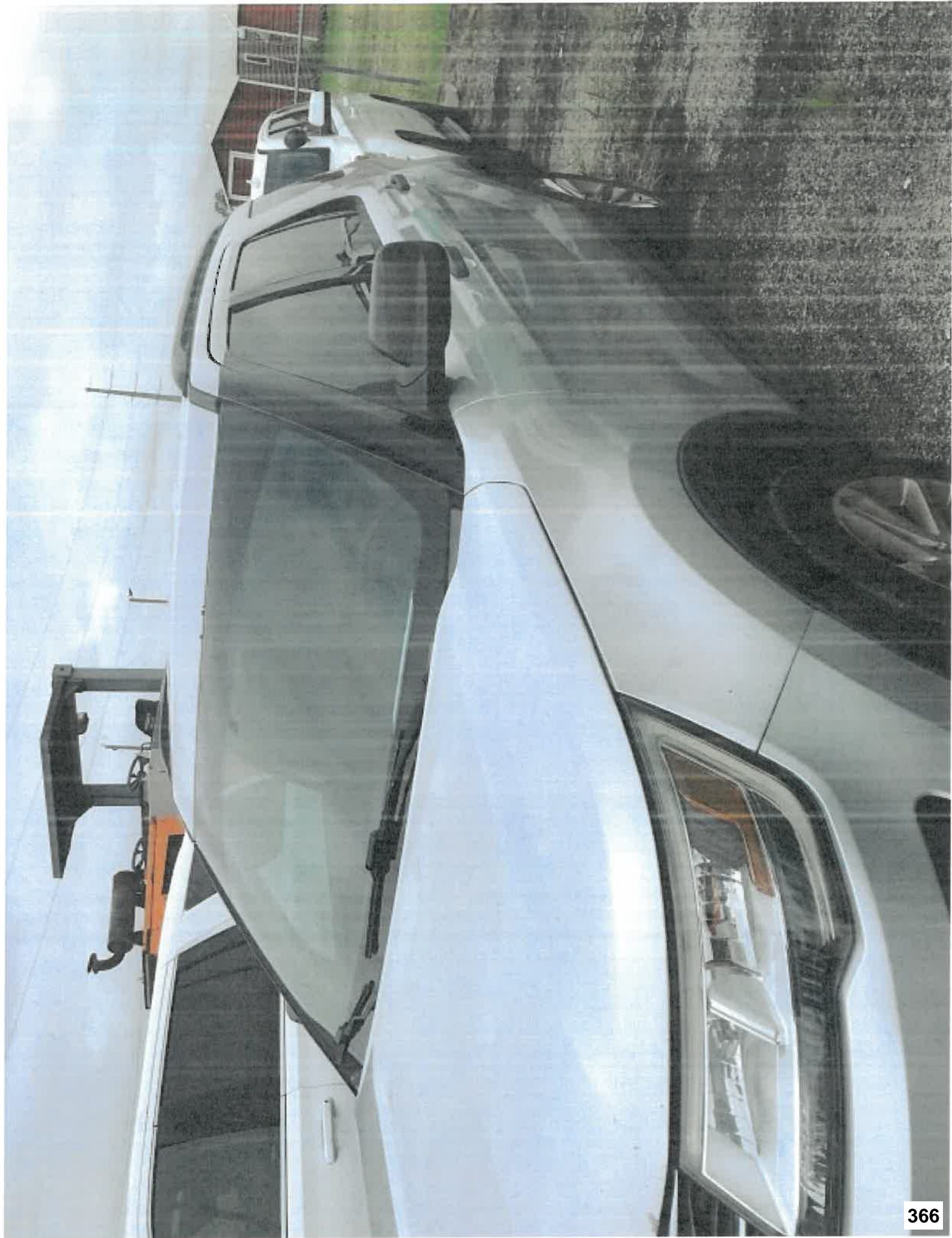














...for details
Contact local or
about repair part
1020 E. Sanderson
Chico, CA 95926
Crescent Service Co.
Extra Parts Service, Inc.

C5610



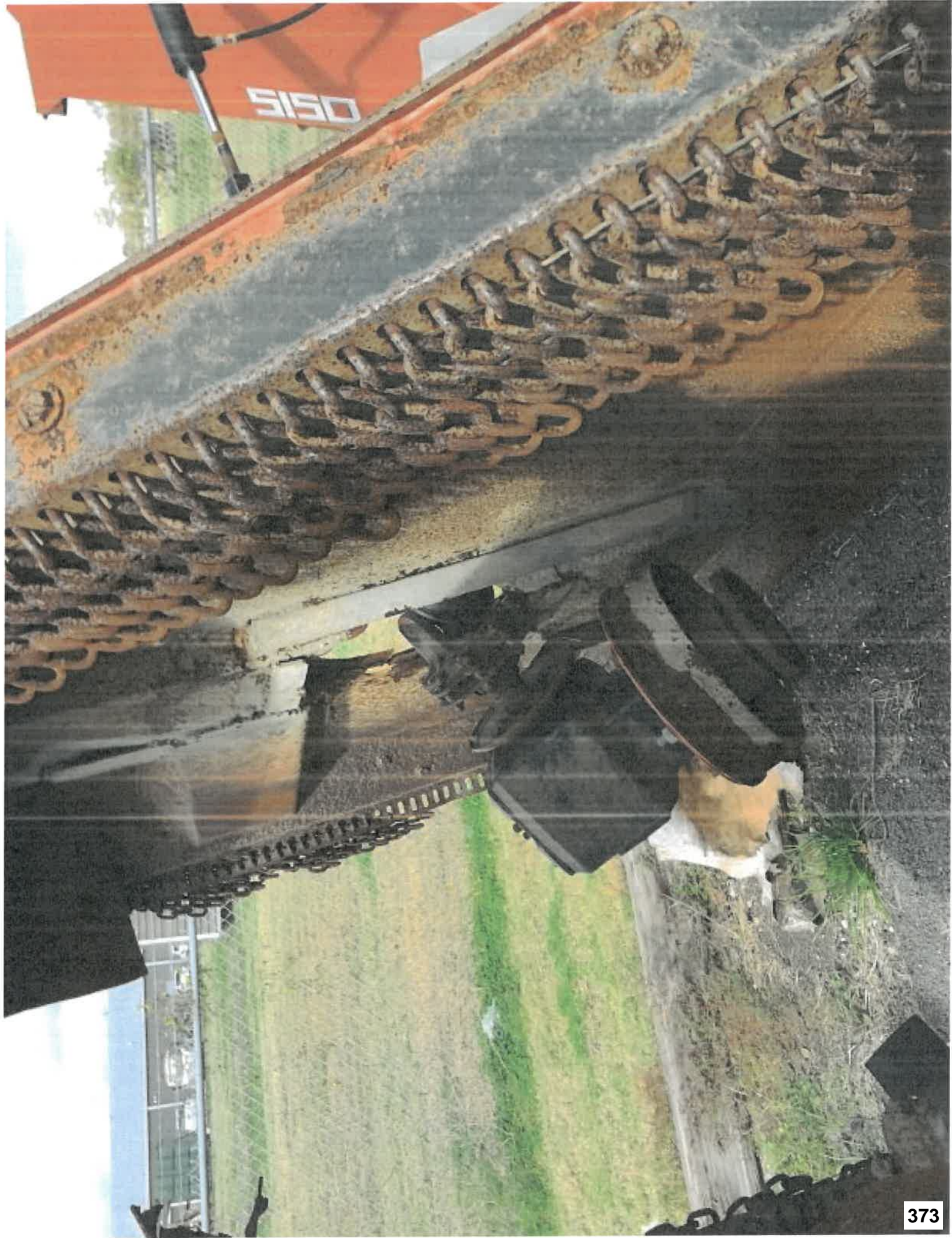


Allyson
Shipping Dept
Shipping Materials
& Supplies and Parts
Contact your dealer or us
about repair costs at:
1020 S. Sacramento Ave
Glendale, CA 91201
Customer Service: (800) 445-1135
Email: parts@allyson.com

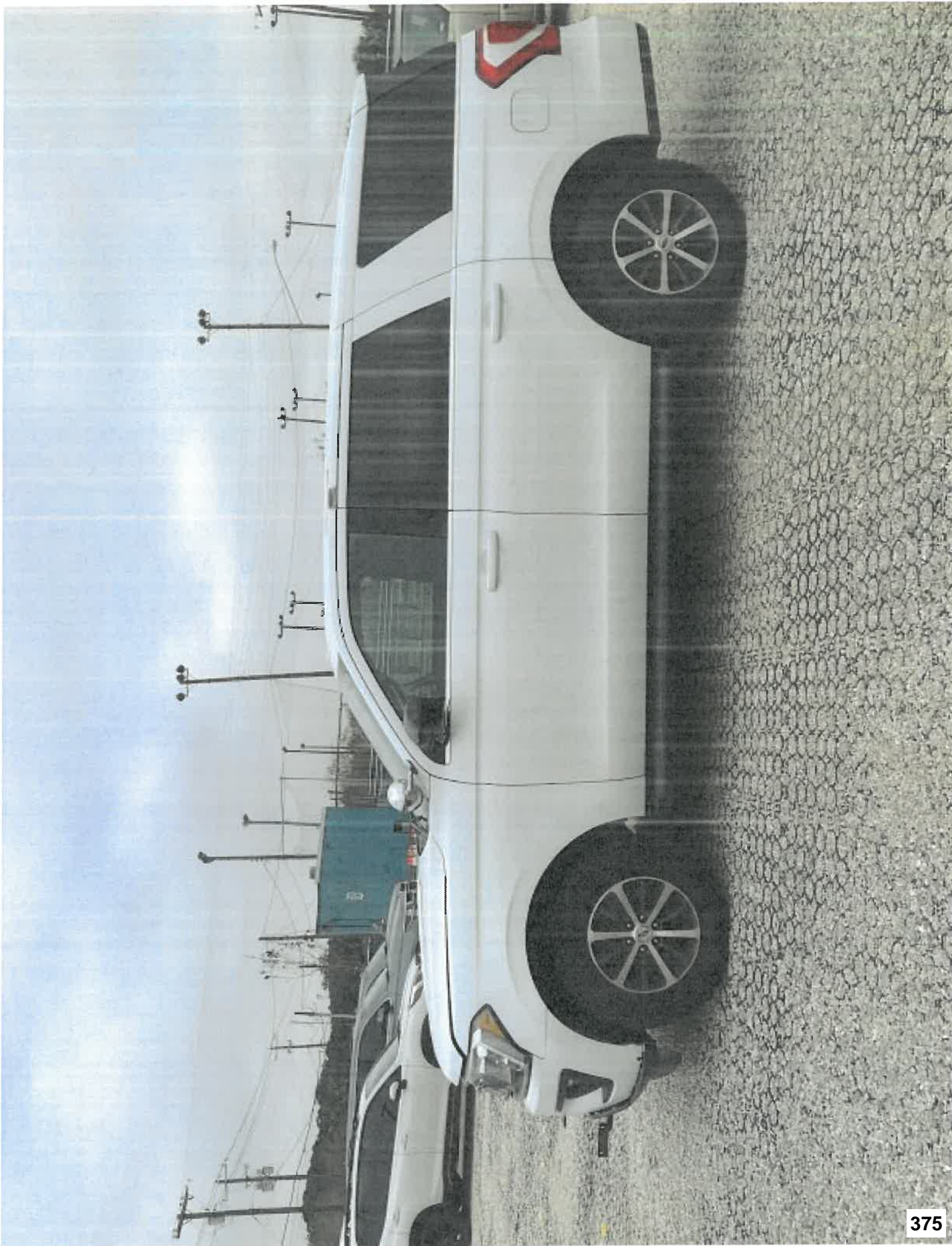
05702

05702





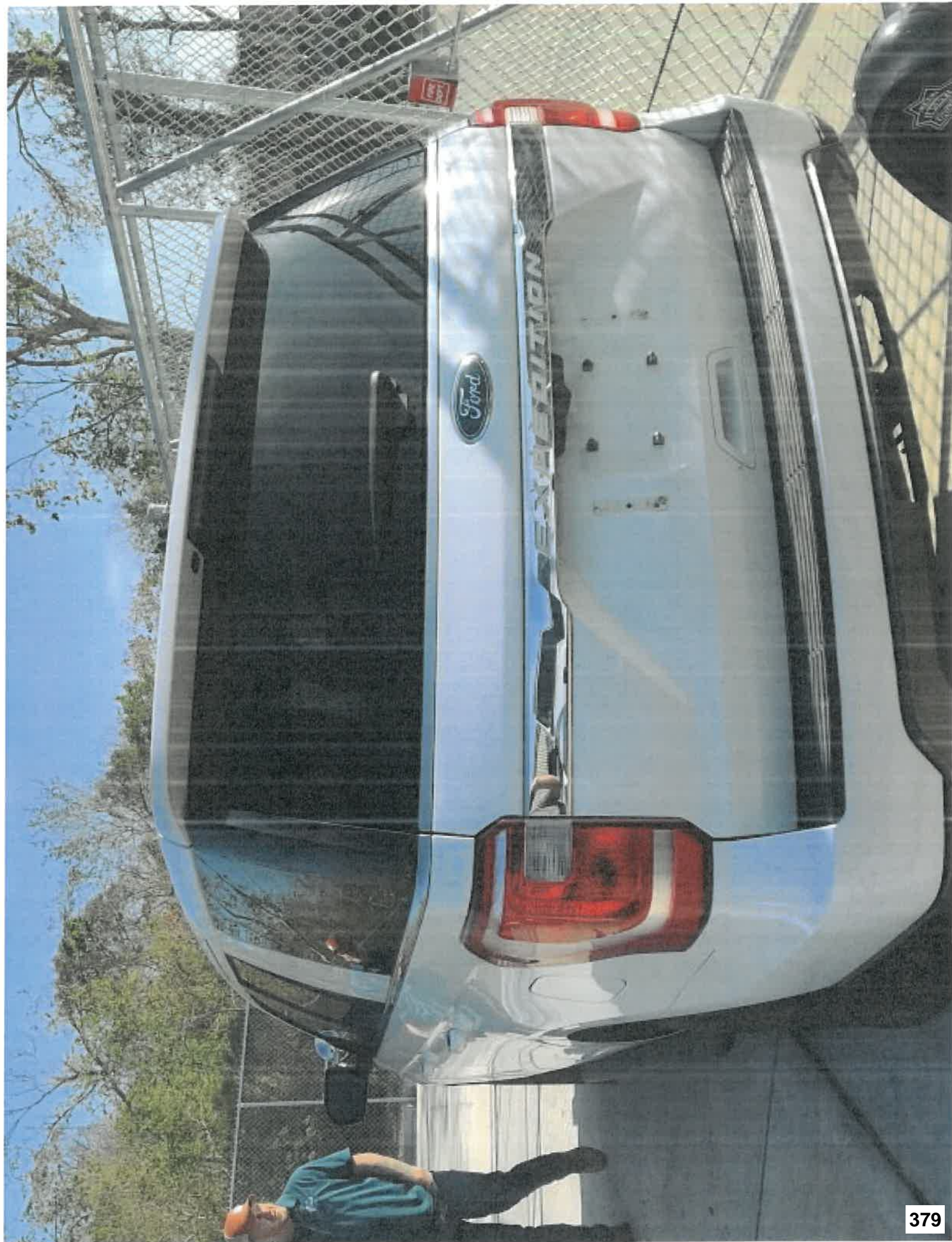






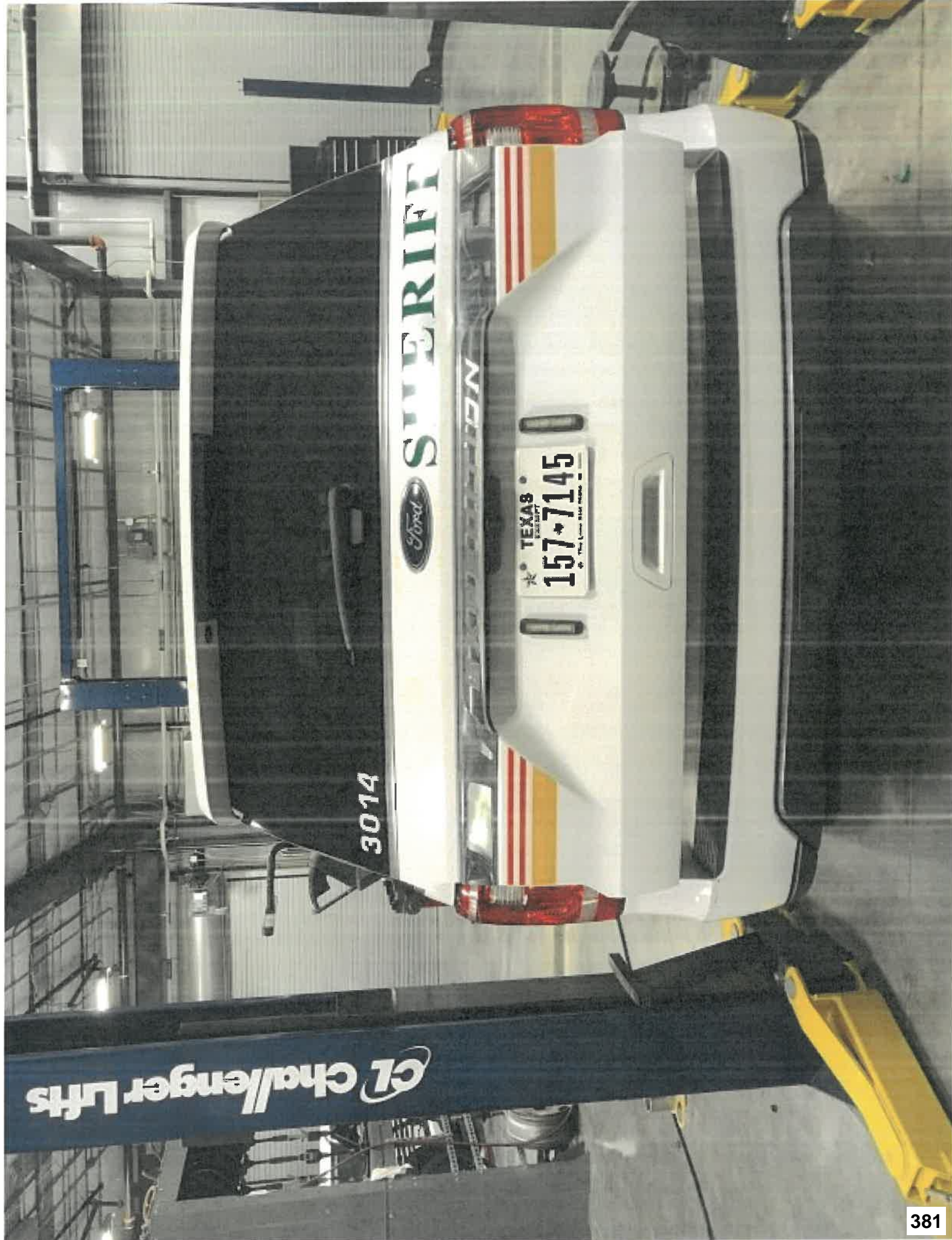








★ TEXAS
157-7145
The Lone Star State





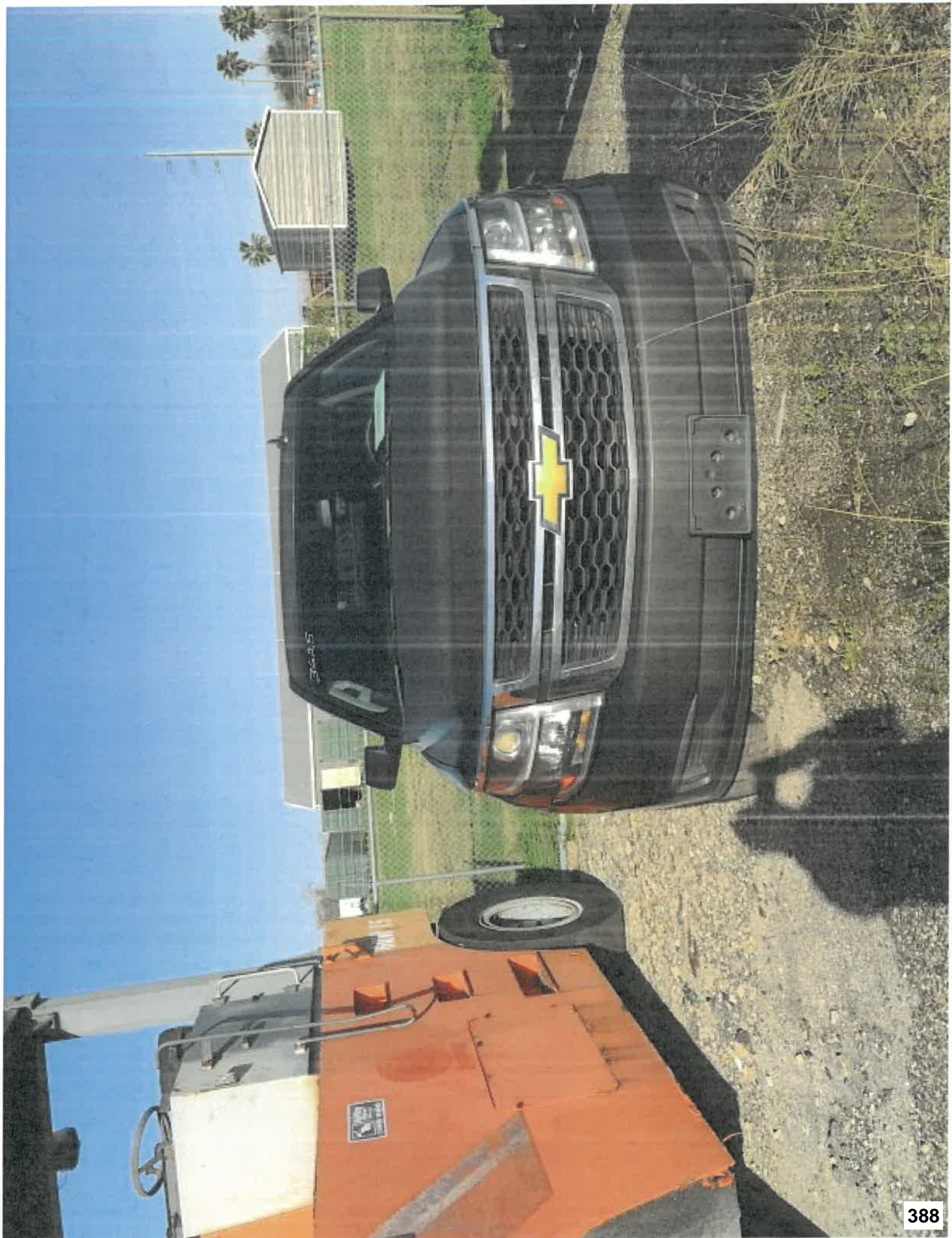


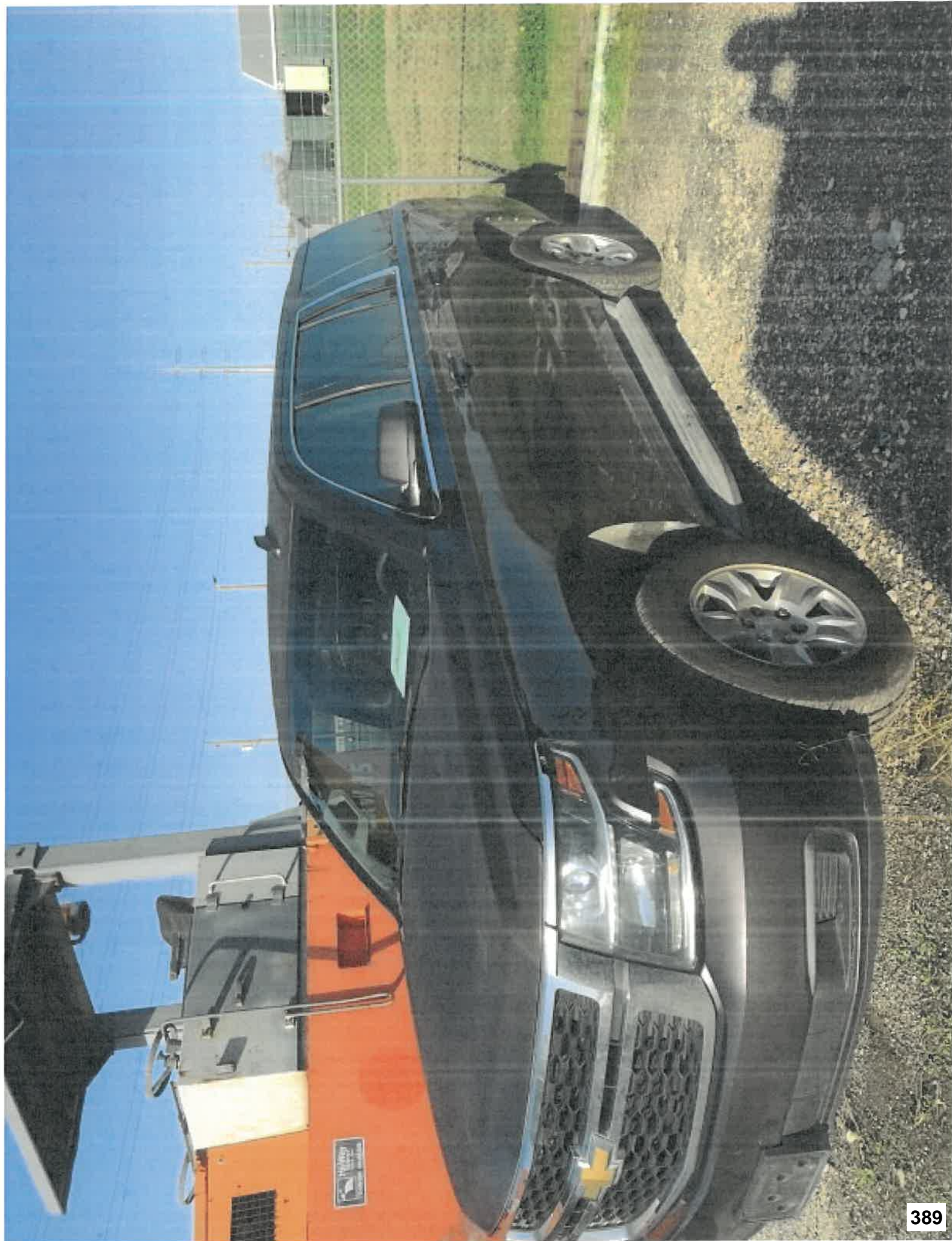














JOHN DEERE

MADE IN U.S.A.

300B 297249T

SERIAL
JOHN DEERE DUBUQUE WORKS OF
DEERE AND COMPANY DUBUQUE IOWA





Dickey, Tammy

From: Nolan, Edward
Sent: Monday, February 24, 2025 2:57 PM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 03/03/2025: 211101, SO Surplus 20250303
Attachments: 211101, SO Surplus 20250303.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for appropriate removal or reallocation: **(211101, SO Surplus 20250303.pdf)**:

	Qty	Description	Notes
1	5	Guest chairs, cloth	
2	6	Guest chairs, hard plastic	
3	2	Guest chairs, other	
4	2	Desks, with returns	
5	12	rolling chairs	
6	3	credenza	
7	2	filing cabinets, with top	
8	1	broken round table	Salvage
9	2	bookshelves	
10	6	Desk (no return)	
11	3	Tables	
12	2	4-drawer File cabinet	
13	20+	Modular furn & cubicle walls	
14	1	Board / striped	
15	2	Desk w/ overhead storage	
16	1	Cabinet / bookshelf	

Thanks!

Edward Nolan
Purchasing Asset Coordinator
Galveston County Purchasing Department
(409) 770-5417
(409) 621-7991 Fax
Edward.Nolan@co.galveston.tx.us

Confidentiality Notice | This email, and any files transmitted with it, is intended for the individual to whom it is addressed and may contain information that is privileged, confidential, and protected by law. If you are not the intended recipient, you are hereby notified that any use

or disclosure of this information is strictly prohibited. If you have received this message in error, please notify the sender immediately via e-mail and delete the original message.



PROPERTY DISPOSAL REPORT

DATE: 02/07/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211101, SO Admin Chief Deputy Melancio Villarreal
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ Auction _____
Date
- ☐ Theft _____ (Attach the Law Enforcement Agency Theft Report)
Date
- ☐ Destroyed by
☐ Natural Disaster _____
Date
☐ Traffic Accident _____
Date
- ☐ Trade-In _____
Date
- ☐ Donated _____ Agency receiving donation: _____
Date

Disposal of: See attached list, office furnishings

FAID No. & Description

Reason for disposal: no longer needed / poor condition

Serial No./VIN #: _____

From: 211101, SO Admin Location: Old Skills
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

02/24/25
Date Form Processed

2/24/25

Edward Villarreal
Fixed Asset Property Manager

Form No. FA-09



PROPERTY DISPOSAL REPORT

DATE: 02/07/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211101, SO Admin Chief Deputy Melancio Villarreal

Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ Auction

Date

☐ Theft

Date

(Attach the Law Enforcement Agency Theft Report)

☐ Destroyed by

☐ Natural Disaster

Date

☐ Traffic Accident

Date

☐ Trade-In

Date

☐ Donated

Date

Agency receiving donation:

Disposal of: See attached list, office furnishings

FAID No. & Description

Reason for disposal: no longer needed / poor condition

Serial No./VIN #:

From: 211101, SO Admin

Department No. & Name

Location: Old Skills

Building, Floor, Suite, or Room No.

Comments:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

02/24/25

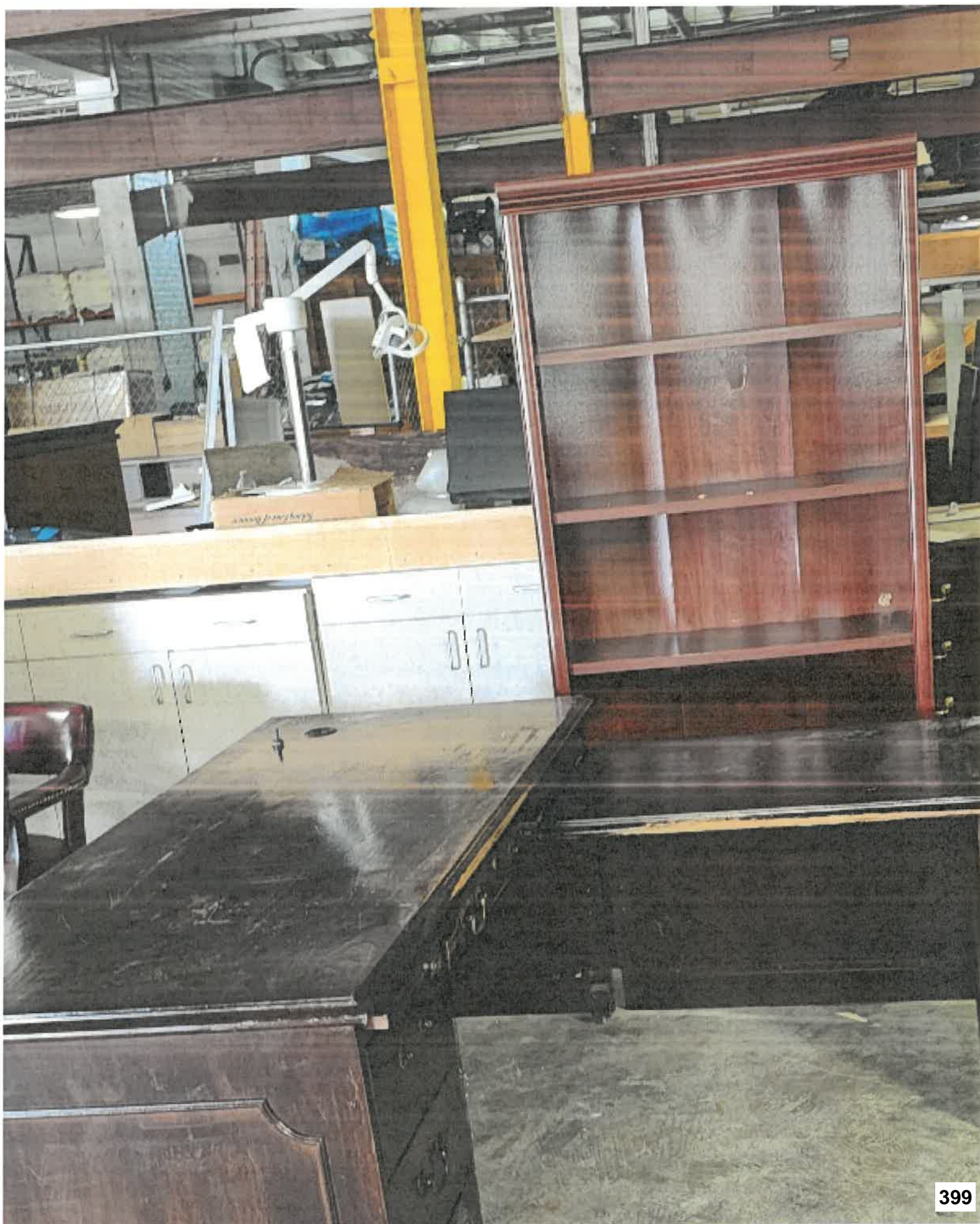
2/24/2025

Fixed Asset Property Manager

Edward A. [Signature]

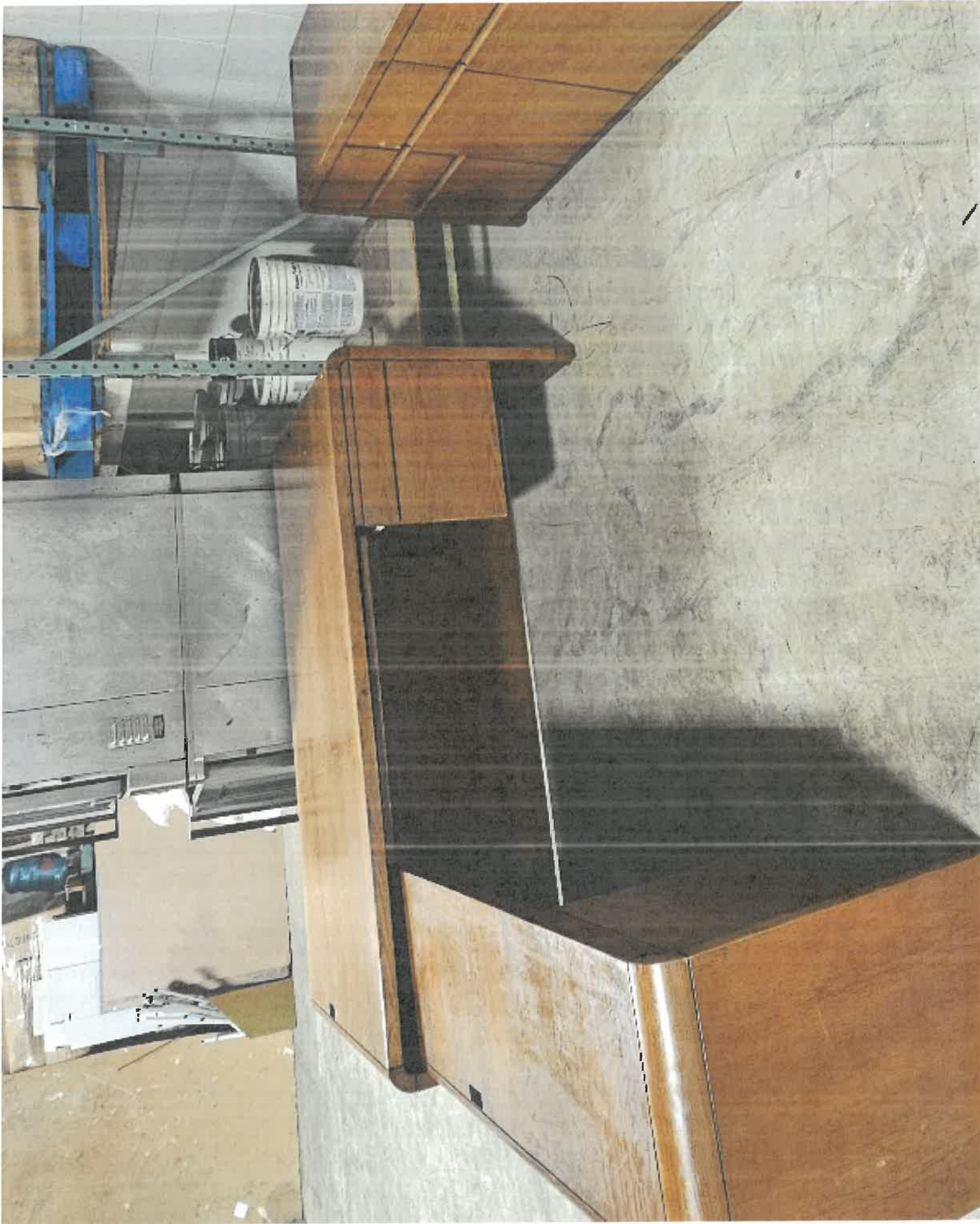
Form No. FA-09

	Qty	Asset Tag	Description	Serial #	Make	Model	Notes
1	5		Guest chairs, cloth				
2	6		Guest chairs, hard plastic				
3	2		Guest chairs, other				
4	2		Desks, with returns				
5	12		rolling chairs				
6	3		credenza				
7	2		filing cabinets, with top				
8	1		broken round table				Salvage
9	2		bookshelves				
10	6		Desk (no return)				
11	3		Tables				
12	2		4-drawer File cabinet				
13	20+		Modular furn & cubicle walls				
14	1		Board / striped				
15	2		Desk w/ overhead storage				
16	1		Cabinet / bookshelf				

















GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***38.**

Consideration of authorizing the County Engineer to issue a sand pit permit to Brad Ballard submitted by the County Engineer

Approval History




Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	2/25/25 9:07 am
2	Dianna Martinez	Approve	2/25/25 10:00 am

Application for a Sand Pit Permit

SAND-24-2 Renewal

Submitted On: Feb 3, 2025

Applicant

 Brad Ballard
 2816390451
 brad@campmargaritavillecrystalbeach.com

Primary Location

687 HWY 87
CRYSTAL BEACH, TX 77650

Owner / Agent Information

Is the applicant the owner?

No

Company Contact

Brad Ballard

Owner City

Friendswood

Owner ZIP Code

77546

Owner Phone

281.639.0451

Company/Owner Name

681 Hwy 87 LLC

Owner Mailing Address

1709 Hunters Trail

Owner State

Texas

Owner Email

brad@campmargaritavillecrystalbeach.com

Project Information

Parcel ID Number

390223

Total Acreage of Property

221.78

Proposed Excavation Length

605

Name of Subdivision/Tract

ABST 179 J SHAW SUR TR 157-1

Proposed Excavation Width

480

Signature

I acknowledge Galveston County's interest in and responsibility of ensuring compliance with its Adopted Regulations for Removal of Sand, Marl, Gravel and Shell on Bolivar Peninsula;

I acknowledge that I have read Galveston County's Adopted Order on Sand Pits

Signature

true

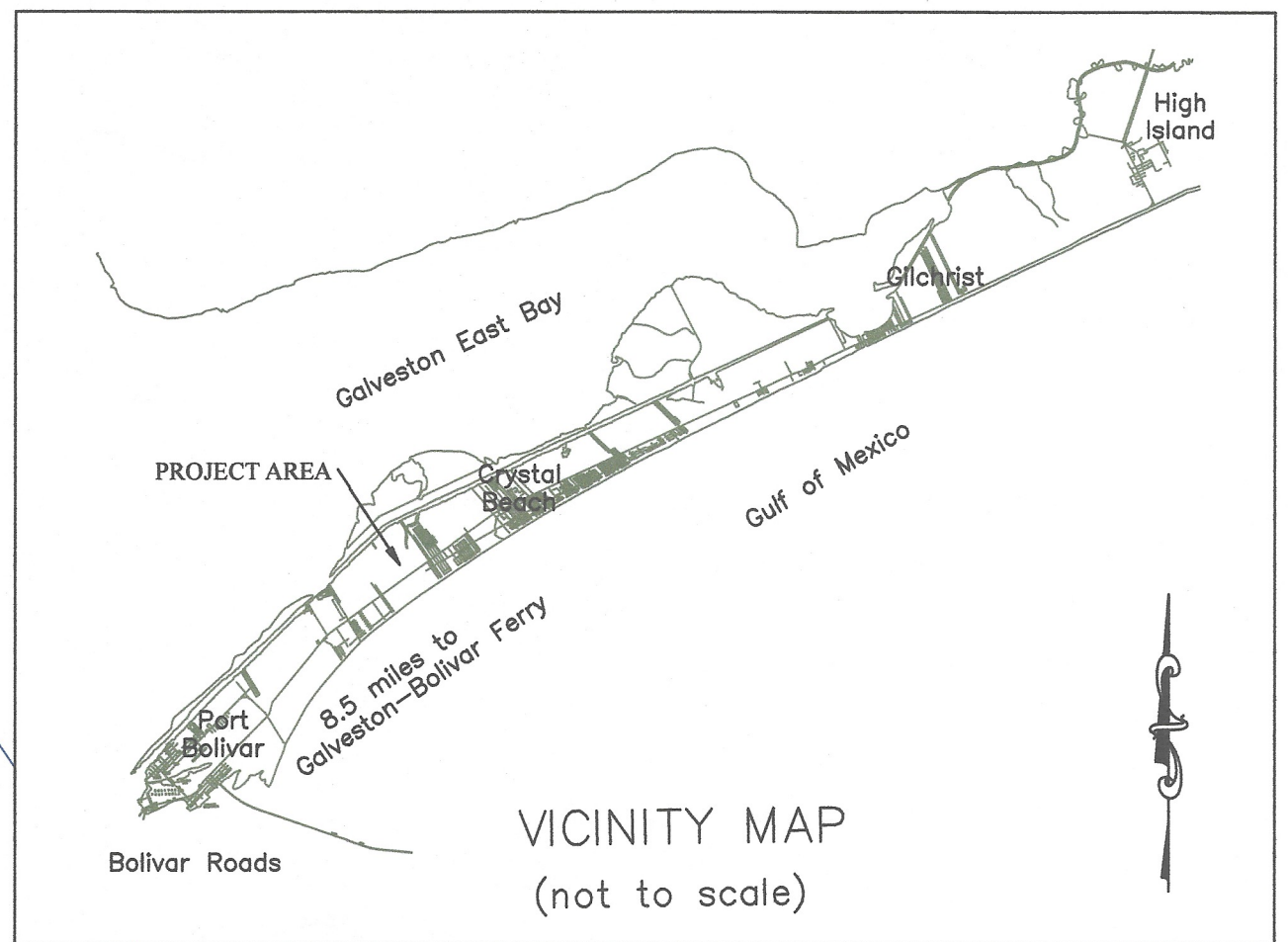
Any deviation from the permitted improvements is justification for the issuance of a Stop Work/Non-Compliance Order.

The receipt, acceptance, and/or deposit of a check, money order or any form of payment to the County does not constitute the approval of a permit.

I hereby agree with the conditions listed above and acknowledge it is a violation to begin work before a permit is issued.

687 State Highway No 87, Crystal Beach, TX 77650

JONES SHAW SURVEY
ABSTRACT NO. 179



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 51°02'16" E	58.46'
L2	N 39°18'38" E	28.49'
L3	N 49°08'02" E	117.05'
L4	N 19°27'42" W	30.08'
L5	N 87°34'34" E	67.10'
L6	N 64°06'33" E	48.94'
L7	N 23°03'28" E	34.48'
L8	N 50°55'23" E	27.26'
L9	N 69°23'29" W	11.95'
L10	N 33°25'19" E	42.14'
L11	N 54°32'43" E	23.56'
L12	N 86°30'44" W	10.00'
L13	N 67°55'21" E	51.81'
L14	N 28°25'36" E	43.27'
L15	N 59°02'59" E	25.81'
L16	N 86°36'50" E	35.32'
L17	N 51°17'02" E	30.76'
L18	N 82°54'47" E	64.20'
L19	N 64°31'07" E	86.94'
L20	N 06°10'50" E	42.78'
L21	N 40°59'09" E	46.55'
L22	N 62°18'41" E	48.71'
L23	N 79°19'52" E	59.86'
L24	N 33°38'01" E	52.97'
L25	N 36°34'14" E	80.13'
L26	N 29°42'00" E	80.68'

CWT Holdings LLC
Tract 62 / 250.175 AC
GCCFN 2022007432 OPRGCTx
A Van Nordstrand Survey, A-203

Robert Hausser
Tract 120 / 5.00 AC
FC 001-30-6625 OPRGCTx
A Van Nordstrand Survey, A-203

Adair Wallace Estate
Tract 64 / 5.00 AC
FC 001-30-6625 OPRGCTx
A Van Nordstrand Survey, A-203

Lawrence Emil Hoffman
Tract 63 / 5.00 AC
FC 001-30-6625 OPRGCTx
A Van Nordstrand Survey, A-203

162.568 AC
(7,081,441 SqFt)
David A. Altemus
South Tract
GCCFN 2011057204 OPRGCTx
A Van Nordstrand Survey, A-203

Roger & Lee Ann Chambers
Tract 152-2 / 235.574 AC
GCCFN 2016028568 OPRGCTx
Jones Shaw Survey, A-179

EXHIBIT

162.568 Acres (7,081,441 Square Feet) Tract situated in JONES SHAW SURVEY, ABSTRACT NO. 179, Galveston County, Texas.

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Michael Hoover
Michael Hoover
Registered Professional
Land Surveyor No. 5423



GENERAL NOTES:

- 1) This survey has been prepared without benefit of a current title report. There may be easements, building lines, or other matters of record not shown hereon.
- 2) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency and lies within the designated coastal barriers. According to the FEMA FIRM Community Number 48167C, Panel No. 0316 G, with an effective date August 15, 2019, this property lies within Zone VE with a Base Flood Elevation of 12' & 13' (as measured to the lowest horizontal structural member).
- 3) All bearings shown hereon are based upon the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "TXGM REF MON 2" (PID DR8251) (N: 13,703,575.9; E: 3,312,955.72). All coordinates shown hereon are reported in grid. All area quantities are reported in surface.
- 4) This property may or may not have access to wet utilities (sanitary sewer (wastewater) and water). It is beyond the scope of this survey to determine with certainty if these services are currently available. The surveyor recommends contacting the local providers for further information:
 - a) Sanitary sewer (wastewater): Undine (formerly Bolivar Utility Services): 1830 Hwy 87, Port Bolivar, Texas 77550. (409) 684-9941
 - b) Water: Bolivar Peninsula Special Utility District (BPSUD): 1840 Hwy 87, Crystal Beach, Texas 77650. (409) 684-3515
- 5) This property may or may not have access to electric service. It is beyond the scope of this survey to determine with certainty if this service is currently available. The surveyor recommends contacting the local provider for further information: Entergy Texas, Region Engineering - East: 1-800-368-3749; 1-409-981-3260
- 6) This property may contain marshlands and wetlands, which may affect future development. A wetlands determination is beyond the scope of this survey. A general idea of wetlands on this property as determined by the U.S. Fish and Wildlife Service "Wetlands Mapper" may be viewed at the following website: <https://www.fws.gov/program/national-wetlands-inventory/wetlands-mapper>.



SEACOAST
SURVEYORS

409-684-6400
975 West Lazy Lane / Crystal Beach, Texas 77650
Mailing: P.O. Box 2579 / Crystal Beach, Texas 77650
Texas Firm Registration No.: 10194703
www.seacoastsurveyors.com

COBRA FLOOD
Zone: VE
BFE: 12'

COBRA FLOOD
Zone: VE
BFE: 13'

David A. Altemus
Tract 157-3 / 13.789 AC
out of 162.568 AC (7,081,441 SqFt)
GCCFN 2011057204 OPRGCTx
A Van Nordstrand Survey, A-203

Tai Trinh
Tract 62-3 / 10.00 AC
GCCFN 2019051253 OPRGCTx
A Van Nordstrand Survey, A-203

RANCHO CARRIBE
SECTION 2 REPLAT
Plat Rec. 2008A / Map No. 9 GCMR

STATE HIGHWAY NO 87 (120' WIDE)
AVOCET
PARTIAL REPEAT NO. 1
Instrument No. 2021014618 GCMR

AVOCET
PARTIAL REPEAT NO. 2
Instrument No. 2021069559 GCMR

SCALE: 1" = 300'

SURVEY DATE: June 27, 2024
FILE No.: 0179-0157-0001-000
DRAFTING: CT
JOB No.: 24-0425



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***39.**

Consideration of authorizing Contract for Panel Counsel Services with Johnson & Associates,
Attorneys At Law, PLLC submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/26/25 1:13 pm

CONTRACT FOR PANEL COUNSEL SERVICES

This agreement confirms the terms of the engagement between Johnson & Associates, PLLC (the “Firm”), and Galveston, County, Texas (“County” or “client”).

Scope of services

1. The Firm will provide legal services for the County at the assignment and direction of the County’s general counsel, currently Ready Law Firm, PLLC or whoever the general counsel or Commissioners Court may designate (“general counsel” or “Legal Services Manager”). Examples of matters assigned may include:
 - a. Providing advice, consultation, and support to the Galveston County Health District (GCHD), Commissioners Court, County departments, offices, and employees on legal matters concerning County business;
 - b. Representing GCHD, the County, its offices, and employees in civil claims, court proceedings, and administrative matters concerning County business;
 - c. Reviewing and drafting legal documents, policies, and contracts; and
 - d. Cooperating with other outside counsel engaged by the County.
2. Assignment required. The Firm will perform only those legal services for matters assigned by general counsel for the County in writing. Neither County or Firm have any expectation that the Firm will provide legal services beyond those set forth herein. There will be no amount due to Firm by County independent of assigned matters.
3. Prior assignments valid. County matters being handled by the Firm under any agreement existing at the time of execution of this agreement will continue to be performed by the Firm under this agreement.
4. Assignment procedure. General counsel for the County will contact the firm in writing to propose assignment of a matter to the Firm. Firm will perform a conflicts check prior to acceptance of the assignment. Firm will respond promptly to confirm acceptance of the assignment or decline the assignment. If Firm does not respond promptly, general counsel may reassign the matter to another firm. The Firm will provide a case evaluation and/or estimated budget for the assignment upon request of the general counsel. The estimated budget shall not be binding upon Firm or County but will be used for forecasting and evaluation.

Compensation

5. Hourly fees. The Firm will charge the County for services provided under this agreement based on the time devoted to the matters at the following hourly rates, based on the experience of the particular professionals:
 - a. \$350.00 per hour for partners;
 - b. \$250.00 per hour for associates or any other attorney; and
 - c. \$150.00 per hour for non-attorneys, paralegals or legal assistants.
6. Travel time. The Firm will not bill the County for time spent traveling to Galveston County. Travel required outside of Galveston County will be billed at half of the actual time spent in transit. If a Firm timekeeper spends time working while traveling, the Firm will not double-bill the County for the same time spent both traveling and working, whether on a County matter or otherwise.
7. Costs. The County will pay for the Firm's expenses incurred in performing legal services under this agreement as set forth below.
 - a. Reasonable out-of-pocket expenses such as travel fare, business meals, parking, filing and service fees, transcripts, courier or delivery fees, shipping and postage costs shall be itemized and billed at the Firm's actual cost, without markup. Reimbursable meals must be (a.) associated with travel or (b.) attended by someone associated with an assigned matter and not affiliated with the Firm (i.e., witnesses, consultants, County personnel, co-counsel from another law firm).
 - b. Printing and copying by the Firm is billable at a maximum of \$.20 per page for black and white, and \$1.00 per page for color when necessary. The current published IRS rate will be billed for mileage driven. Bills must list quantity and cost per page of printing or copying as well as origins, destinations, mileage per trip, and the name of the person who traveled.
 - c. Any expenses for experts, investigators, or consultants or other professionals will be made in consultation with the general counsel and may be billed directly to the County instead of being paid by the Firm.
 - d. The County will not pay or reimburse the Firm for the following expenses: overhead; rent; research subscriptions or fees; catering for internal Firm meetings; facsimile charges; telephone charges; allocated charges from a firm's service agreements with outside vendors, word processing charges; conference room charges; overtime; or equipment.

Billing

8. Firm will provide the County with an itemized billing statement monthly or quarterly, at the Firm's option. Firm bills in minimum units of 6 minutes or .1 hours. Bills should be submitted within 30 days of the end of the billing period in question.

9. Billed time may not be greater than actual time spent on the indicated task and matter. Firm may adjust actual time downward in the Firm's discretion. "Value billing" is strictly prohibited; if Firm repurposes existing work product for a County matter, the billable time is the actual time spent modifying the pre-existing work, not the time that would have been spent creating the work product from scratch.
10. Invoicing, payment processing, disputes, and interest will be governed by the Texas Prompt Payment Act, Tex. Gov't Code § 2251.001, *et seq.*
11. Bills must group time entries and expenses and subtotal amounts due by assigned matter. It is also acceptable to generate separate bills for each matter.
12. Billing per matter should contain at least the following information:
 - a. the matter number designated by the general counsel in the applicable assignment notice;
 - b. the name, status (partner, associate, paralegal), and billing rate of each professional working on the matter;
 - c. a description of the work being performed by each individual and the amount of time expended to complete each task;
 - d. the total current fees for the matter for the period being billed and the cumulative total of billings for the matter being billed;
 - e. an itemized listing of all current disbursements/expenses and their associated costs, including the date the expense was incurred and the cumulative total of disbursements/expenses for the matter being billed; and
 - f. any discounts applied to the billed fees.

Confidentiality and professionalism

13. Firm will abide by the Texas Disciplinary Rules of Professional Conduct. Firm will be privy to confidential information and is responsible to take appropriate measures to maintain confidentiality in compliance with the applicable professional rules.
14. Firm and County both acknowledge that if Firm is assigned to a matter for an independent elected office or office appointed by a board other than Commissioners Court, professional duties will exist between the Firm and the office the Firm is hired to represent. It is the Firm's responsibility to take such duties into account and/or obtain any required written informed consent as to potential conflicts prior to acceptance of assignments.
15. County acknowledges receipt of the Texas Lawyer's Creed.

Term

16. This agreement is effective upon execution by the County and shall remain in effect for 3 years. Either party may terminate the agreement with or without cause or for convenience upon 30 days written notice, subject to applicable

rules of professional conduct and court orders approving withdrawal or substitution of counsel. If the County terminates this agreement, the termination must be in writing authorized by the Commissioners Court. If the Firm terminates this agreement, the termination must be in writing to the general counsel.

17. Ongoing matters. If this agreement expires, the Firm will continue to handle matters assigned pursuant to the terms of this agreement until each matter concludes and the Firm sends the County a final bill for each matter or until each matter is transferred to other counsel under written notice from the general counsel.
18. Termination of representation. The County shall bear all reasonable costs of transferring matters to its chosen counsel. Discharge shall not relieve the County of any obligation to pay fees and costs incurred prior to the discharge, as well as any fees and costs expended after the discharge to the extent reasonably required to protect the County's interests, including those incurred prior to a court order substituting new counsel or permitting withdrawal of the Firm from any litigation.
19. Records retention. On termination of a matter, the Firm will maintain file documents for 6 years, or any alternate period as determined by Texas law. Upon termination of any matter, the County has the right to take possession of the file. If the County chooses to take possession of the file materials, the Firm may copy all or any part of the file at the County's cost. The Firm may, at its sole discretion, retain copies of any documents and information produced or handled under this agreement.

Prior agreement superseded

20. This agreement supersedes and replaces all previous agreements between the Firm and the County.

Choice of Law / Forum Selection

21. This agreement is deemed to have been executed, and is intended to be performed in the State of Texas, subject to its laws, regardless of whether services are actually rendered outside of the State. Any dispute arising from this agreement shall be governed by the laws of the State of Texas. The venue for the judicial resolution of such dispute shall be proper only within a state court in Galveston County, Texas.

No Promises or Guarantees

22. The County acknowledges that the Firm has made no representation or guarantee concerning the outcome of any matter on which the Firm may work on behalf of the County.

Modification in writing only

23. This agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. Any modification of this agreement must be in writing signed by both parties.

Counterparts and digital signatures

24. This agreement may be signed in counterpart. Facsimile, digital, or imaged signature pages executed by the Firm or the County shall be effective as original signatures.

AGREED:

Johnson & Associates, PLLC
By: Chris Johnson

Date

Galveston County, Texas:

Mark Henry
Galveston County Judge

Date

ATTEST:

Dwight Sullivan, County Clerk

Date



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***40.**

Consideration of approval of application from Edward W Jaros, Laura J Jaros and David B Russell for a partial replat of Jaros Subdivision submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 8:48 am

On this the 3rd day of March, 2025, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3;
Robin Armstrong MD, Commissioner, Precinct No. 4;
Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat of Jaros Subdivision is presently on file with the County Clerk of Galveston County. It may be found recorded in Galveston County Clerk's File No. 2021004685 of the Map Records of Galveston County, Texas; and

WHEREAS, by the application attached hereto as Exhibit "A", Edward W Jaros, Laura J Jaros and David B Russell have filed their Petition and Application for permission to revise a portion of Lot 1; and

WHEREAS, the Commissioners Court has determined that the revision to the subdivision plat does not affect a public interest or public property of any type under Section 232.009(c) of the Local Government Code; and

WHEREAS, Local Government Code, Sec. 232.009 requires notice of this application be sent to owners of the lots that are within 200 feet of the subdivision plat to be revised and to be posted on the county website for at least 30 days preceding the date of the meeting to consider the application; and

BE IT THEREFORE ORDERED, that the time and place at which this Court will meet to consider the application and to hear public comments on the revision of the subdivision plat will be March 31, 2025, at 9:30 a.m. in the following location:

Galveston County North Annex
174 N. Calder
League City, Texas

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 3rd day of March, 2025.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST:

Dwight Sullivan, County Clerk

By: _____, Deputy

EXHIBIT "A"

APPLICATION FOR PERMISSION
TO REVISE SUBDIVISION PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS
NOW COMES EDWARD JAROS and file this Petition and Application to
revise plat of JAROS SUBDIVISION subdivision plat recorded in
Volume/Plat and Map/Page of the Map Records of Galveston County, Texas
to: CLERK'S FILE # 2021084685

a. PARTIAL REPLAT OF JAROS SUBDIVISION

requests permission to revise the Subdivision Plat in
accordance with and as provided for in V.T.C.A., Local Government Code Section 232.009, and
in support thereof would respectfully show unto the court the following, to wit:

1. That Petitioner EDWARD JAROS, LAURA JAROS, DAVID RUSSELL
GALVESTON COUNTY, owns land in
controls of Galveston County. that is subject to the subdivision

2. A copy of the proposed re-plat is attached hereto as Exhibit "B"


3. The portion of the Subdivision Plat that will be revised is:

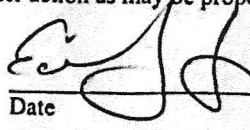
a. LOT 1 AND ADJACENT TRACT NOT PART OF SUBDIVISION

4. The revision will not interfere with the established rights of any owner of a part of
the subdivided land.


5. Petitioner is willing to pay the County any administrative costs that may be involved
including the filing for record with the County Clerk a revised Plat or part of a Plat
showing the changes made to the original plat.

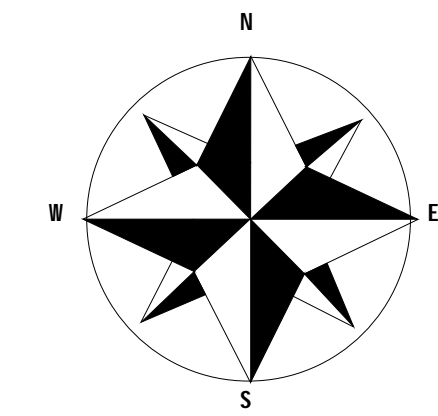
WHEREFORE, Petitioner prays that notice of this Petition and Application be given to all owners
of the lands within the Subdivision Plat and that said notice be published in a newspaper general
circulation in Galveston County as required by law; that upon final hearing the Honorable Court
adopt an order granting permission to the Petitioner to revise the Subdivision Plat and that this
Honorable Court enter such further orders and take further action as may be proper.

X 
LAURA JAROS


Date
Jan 30, 2026

Date

X 
DAVID RUSSELL



SCALE: 1 INCH = 50 FEET



Notes:
According to FIRM Community Panel No. 48167C0220G, dated 08/15/2019, this property lies in Flood Zone X. Surveyor makes no representation as to whether or not this property may flood.

Basis of bearings is the Texas State Plane Coordinate System (NAD83 datum; South Central Zone 4204).

Property subject to Blanket Easements in favor of CenterPoint Energy Houston Electric, LLC as described in Galveston County Clerk's File Nos. 2019058851 and 2019056544.

PARTIAL REPLAT OF JAROS SUBDIVISION

BEING ALL OF LOT 1 OF JAROS SUBDIVISION, A SUBDIVISION IN GALVESTON COUNTY, TEXAS.

According to the map or plat thereof recorded in Galveston County Clerk's File No. 2021004685.

2 LOTS 1 BLOCK 6.000 AC
FEBRUARY 3, 2025

PREPARED BY:
LAND SURVEY CO
PO BOX 128
KEMAH TX 77565
FIRM REG. NO. 10045700
281-338-4008

OWNER/DEVELOPER:
EDWARD W. JAROS
LAURA J. JAROS
DAVID B. RUSSELL

STATE OF TEXAS

COUNTY OF GALVESTON

We, EDWARD W. JAROS, LAURA J. JAROS & DAVID RUSSELL, herein after referred to as owners of the 6.000 Acre tract of land described by the above and foregoing map of PARTIAL REPLAT OF JAROS SUBDIVISION, do hereby make and establish said plat of said property according to all lines, dedications, and notations on said map and plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owner has dedicated and by these presents do dedicate to the use of the public for public utility unobstructed aerial easements. The aerial easements shall extend horizontally and additional eleven feet, six inches (11'06") for ten feet (10'00") perimeter ground easements or five feet six inches (5'06") for sixteen feet (16'00") perimeter ground easements, from a plane sixteen feet (16'00") above ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty-one feet six inches (21'06") in width.

FURTHER, owner has dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 00") for ten feet (10' 00") back to back ground easements or seven feet (7' 00") for sixteen feet (16' 00") back to back ground easements, from a plane sixteen feet (16' 00") above ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 00") in width.

FURTHER, owner does hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, owner does hereby dedicate to the public a strip of land thirty (30') feet wide on each side of the centerline of any and all bayous, creeks, gullies, ravines, draws, sloughs or other natural drainage courses located on said plat, as easements for drainage purposes, giving Galveston County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, owner does hereby covenant and agree that all property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, plantings, and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, owner does hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters (1-3/4) square feet (18" diameter) with culverts or bridges to be provided for all private driveways or walkways crossing such drainage facilities.

FURTHER, owners do hereby covenant and agree that those streets located within the boundaries of this plat are always available for the general use of said owners and to the public for firemen, fire fighting equipment, police and other emergency vehicles of whatever nature at all times.

FURTHER, owners do hereby certify and covenant that they have complied with or will comply with the existing Galveston County regulations heretofore on file with the Galveston County Engineer and adopted by the Commissioner's Court of Galveston County.

FURTHER, the owner hereby certifies that this replat does not attempt to alter, amend, or remove any covenants or restrictions, we further certify that no portion of the preceding plat was limited by deed restriction to residential use for not more than two (2) residential units per lot.

EDWARD W. JAROS LAURA J. JAROS DAVID B. RUSSELL

STATE OF TEXAS }

COUNTY OF GALVESTON }

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD W. JAROS, known to me 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 set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2025.

STATE OF TEXAS }

COUNTY OF GALVESTON }

BEFORE ME, the undersigned authority, on this day personally appeared LAURA J. JAROS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2025.

STATE OF TEXAS }

COUNTY OF GALVESTON }

BEFORE ME, the undersigned authority, on this day personally appeared DAVID B. RUSSELL, known to me 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 set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2025.

I, Michael C. Shannon, County Engineer of Galveston County, do hereby certify that the plat of this subdivision complies with all existing rules and regulations of this office, as adopted by Commissioners Court.

Michael C. Shannon- County Engineer

APPROVED for filing, wherein Galveston County assumes no obligation for grading, drainage, structures or surfacing of streets or roads or making any other improvements in said subdivision.

Mark A. Henry
County Judge

Robin Armstrong
Commissioner Precinct No. 4

The above subdivision titled PARTIAL REPLAT OF JAROS SUBDIVISION as mapped, approved by the Commissioners Court of Galveston County, Texas, by order of _____, 2025.

by:
Dwight D. Sullivan
Galveston County Clerk

I, Christopher Trusky am authorized under the laws of the State of Texas to practice the profession surveying and hereby certify the above subdivision is true and correct, was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent material) pipes or rods that have an outside diameter of not less than three-quarter (3/4) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the nearest survey corner.

Christopher Trusky
Registered Professional Surveyor No. 5247

I, DWIGHT D. SULLIVAN, County Clerk, Galveston County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, 2025 at ____ O'clock ____ M., and duly recorded on _____, 2025, at ____ O'clock ____ M. in Galveston County Clerk's File No. _____.

WITNESS my hand and seal of office, at Galveston, Texas, the day and date above written.

Dwight D. Sullivan
County Clerk
Galveston County, Texas.

by: _____
Deputy



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***41.**

Consideration of approval of application from Michael Ivic for a partial replat of San Leon Townsite subdivision submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 8:53 am

On this the 3rd day of March, 2025, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3;
Robin Armstrong MD, Commissioner, Precinct No. 4;
Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat of San Leon Townsite is presently on file with the County Clerk of Galveston County. It may be found in recorded in Volume 254, Page 36 and transferred to Plat Record 8, Map Number 17 of the Map Records of Galveston County, Texas; and

WHEREAS, by the application attached hereto as Exhibit "A", Michael Ivic has filed their Petition and Application for permission to revise a portion of Lots 1-9 and 38-48, Block 191; and

WHEREAS, the Commissioners Court has determined that the revision to the subdivision plat does not affect a public interest or public property of any type under Section 232.009(c) of the Local Government Code; and

WHEREAS, Local Government Code, Sec. 232.009 requires notice of this application be sent to owners of the lots that are within 200 feet of the subdivision plat to be revised and to be posted on the county website for at least 30 days preceding the date of the meeting to consider the application; and

BE IT THEREFORE ORDERED, that the time and place at which this Court will meet to consider the application and to hear public comments on the revision of the subdivision plat will be March 31, 2025, at 9:30 a.m. in the following location:

Galveston County North Annex
174 N. Calder
League City, Texas

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 3rd day of March, 2025.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST:

Dwight Sullivan, County Clerk

By: _____, Deputy

EXHIBIT "A"

APPLICATION FOR PERMISSION
TO REVISE SUBDIVISION PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

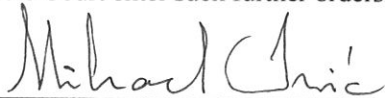
TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS
NOW COMES Michael Ivic, and file this Petition and Application to revise plat of San Leon
Townsite Re-subdivision a subdivision plat recorded in Volume 254, Page 36 and transferred to
Plat Record 8, Page 17 of the Map Records of Galveston County, Texas to:

- a. Replat Lots 1-9 and 38-48 of Block 191 together with that 100 foot wide strip of land reserved for a railroad.

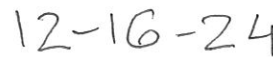
Michael Ivic requests permission to revise the Subdivision Plat in accordance with and as provided for in V.T.C.A., Local Government Code Section 232.009, and in support thereof would respectively show unto the court the following, to wit:

1. That Petitioner Michael Ivic, owns land in San Leon Townsite Re-subdivision that is subject to the subdivision controls of Galveston County.
2. A copy of the proposed re-plat is attached hereto as Exhibit "B"
3. The portion of the Subdivision Plat that will be revised is:
 - a. Lots 1-9 and 38-48 of Block 191 together with that 100 foot wide strip of land reserved for a railroad.
4. The revision will not interfere with the established rights of any owner of a part of the subdivided land.
5. Petitioner is willing to pay the County any administrative costs that may be involved including the filing for record with the County Clerk a revised Plat or part of a Plat showing the changes made to the original plat.

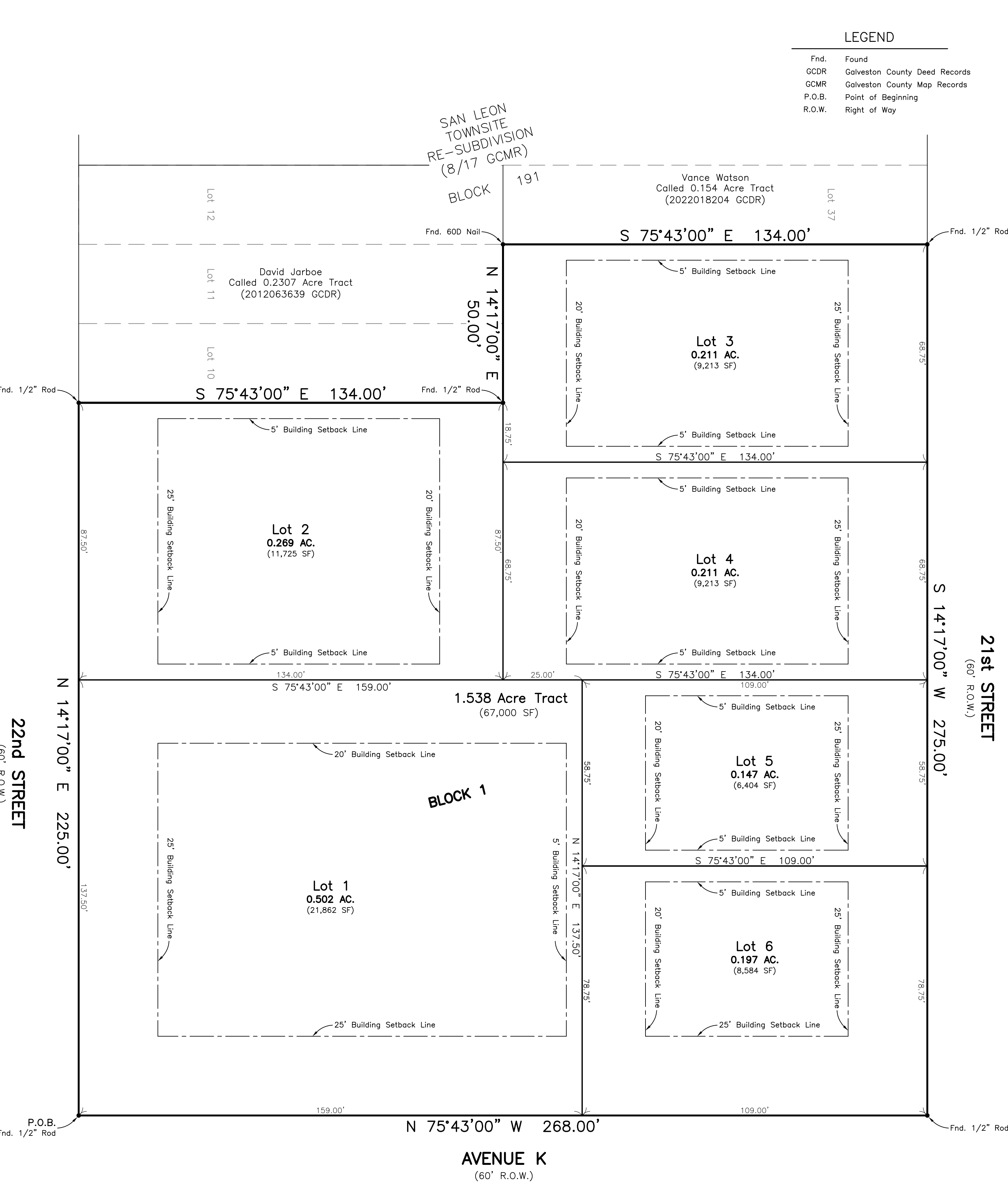
WHEREFORE, Petitioner prays that notice of this Petition and Application be given to all owners of the lands within the Subdivision Plat and that said notice be published in a newspaper general circulation in Galveston County as required by law; that upon final hearing the Honorable Court adopt an order granting permission to the Petitioner to revise the Subdivision Plat and that this Honorable Court enter such further orders and take further action as may be proper.



Michael Ivic
Property Owner



Date



THE STATE OF TEXAS *
COUNTY OF GALVESTON * KNOW ALL MEN BY THESE PRESENTS

THAT Michael Ivic, herein referred to as Owner of the property subdivided in the above and forgoing **IVIC ADDITION**, being a 1.538 acre tract of land, consisting of all of Lots One through Nine (1-9) and Thirty-eight through Forty-eight (38-48), in Block One Hundred Ninety-one (191), of **SAN LEON TOWNSITE RE-SUBDIVISION**, a subdivision in Galveston County, Texas, TOGETHER WITH that One Hundred (100) foot wide strip of land reserved for a railroad through said Block 191, according to the map or plat thereof recorded in Volume 254, Page 36, and transferred to Plat Record 8, Map No. 17, both of the Map Records in the Office of the County Clerk of Galveston County, Texas, does hereby makes and establishes said Subdivision and development plan of said property according to all lines, dedications, restriction and notations of said map or plat and hereby dedicates to the use of the public forever all streets, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and does hereby bind ourselves, our successors, and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owner does hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road alley or any drainage ditch, either directly or indirectly.

FURTHER, Owner does hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage ways shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such property abutting shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, Owner does hereby dedicate to the public a strip of land thirty (30') feet wide on each side of the centerline of any and all bayous, creeks, gullies, ravines, draws sloughs or other natural drainage courses located in said plat, as easements for drainage purposes and labeled as Bulkhead Building Line and Wetland Building Line on the attached plat, giving Galveston County or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owner does hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters (1-3/4) square feet (18" diameter) with culverts and bridges to the provided for all private driveways or walkways crossing such drainage facilities.

FURTHER, Owner does hereby covenant and agree that those streets located within the boundaries of this plat are always available for the general use of said owners and to the public for firemen, fire fighting equipment, police and other emergency vehicles of whatever nature at all times.

FURTHER, Owner certifies and covenant that they have complied with or will comply with the existing Galveston County regulations heretofore on file with the Galveston County Engineer and adopted by the Commissioner's Court of Galveston County.

FURTHER, Owner hereby certifies and that this plat does not attempt to alter, amend or remove any covenants or restrictions; we further certify that no portion of the preceding plat was limited by deed restriction to residential use for not more than two (2) residential units per lot.

WITNESS my hand in the County of _____ Texas, this ____ day of _____ 2024.

Michael Ivic – Owner

THE STATE OF TEXAS *
COUNTY OF GALVESTON *

Before me, the undersigned authority, on this day personally appeared Michael Ivic, known to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the purposes expressed therein and in the capacity therein and herein set forth.

WITNESS MY HAND AND SEAL OF OFFICE this ____ day of _____, 2024.

Notary Public for the
State of Texas
My Commission Expires: _____

APPROVED FOR FILING, wherein Galveston County assumes no obligation for grading, drainage structures, surfacing of streets or roads, or making any other improvements in said subdivision.

Honorable Darrell A. Apffel
Commissioner Precinct No. 1

Mark A. Henry
County Judge

I, Michael C. Shannon, County Engineer of Galveston County, Texas, do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the Galveston County Commissioners' Court.

Michael C. Shannon
County Engineer

I, Dwight D. Sullivan, County Clerk, Galveston County, Texas, do hereby certify that the above subdivision titled **IVIC ADDITION**, as mapped, was approved by the Commissioner's Court of Galveston County, Texas, by order dated _____, 20____.

WITNESS MY HAND AND SEAL OF OFFICE at Galveston, Texas, the day and date last above written.

Dwight D. Sullivan
County Clerk
Galveston County, Texas

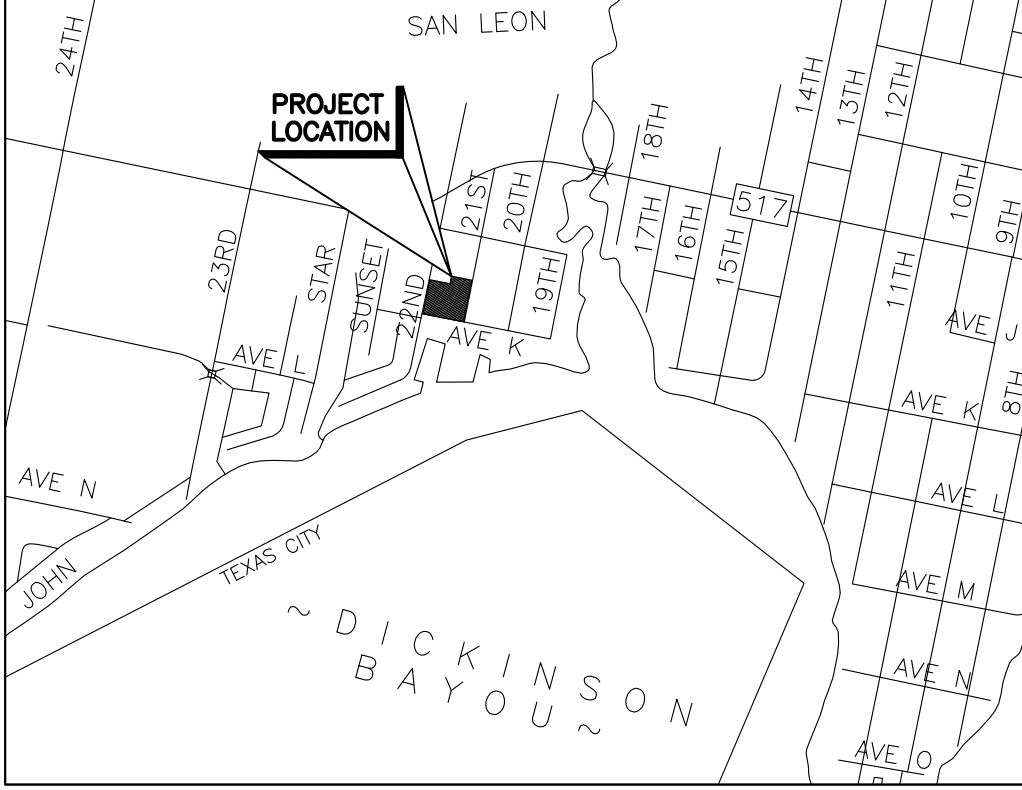
By _____ Deputy

NOTES:

- 1.) This property lies entirely within Zone "AE" of the 100 Year Flood Plain (BFE 15') according to FIRM Panel No. 48167C0256G, dated August 15, 2019, as established by the Federal Emergency Management Agency (FEMA).
- 2.) Owners shall comply with the current Galveston County culvert regulations and stipulations.
- 3.) Bearings based on Monumentation of the Westerly R.O.W. line of 21st Street.
- 4.) The Coordinates, Bearings and Distances shown are based on the Texas State Coordinate System of 1983, South Central Zone, and are referenced to N.G.S. Monument HGCDSD 57 (AW5499). All units are expressed in U.S. Survey Feet.
- 5.) Building Setback Lines shown per the Texas City ETJ Agreement with Galveston County as stated in Resolution No. 02-0135.



LEAGUE CITY OFFICE
Registration Number: 10153855
(281) 554-7739 www.hightidelandsurveying.com
200 HOUSTON AVE. SUITE B | LEAGUE CITY, TX 77573
Mailing | P.O. BOX 16142 | GALVESTON, TX 77552



VICINITY MAP

SCALE : N.T.S.

METES AND BOUNDS DESCRIPTION

Description of a 1.538 acre tract, consisting of all of Lots One through Nine (1-9) and Thirty-eight through Forty-eight (38-48), in Block One Hundred Ninety-one (191), of **SAN LEON TOWNSITE RE-SUBDIVISION**, a subdivision in Galveston County, Texas, TOGETHER WITH that One Hundred (100) foot wide strip of land reserved for a railroad through said Block 191, according to the map or plat thereof recorded in Volume 254, Page 36, and transferred to Plat Record 8, Map No. 17, both of the Map Records in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch rod found at the intersection of the Northerly line of Avenue K, being a 60 foot right-of-way, and the Easterly line of 22nd Street, being a 60 foot right-of-way;

THENCE North 14°17'00" East, along the Easterly line of said 22nd street, a distance of 225.00 feet to a 1/2 inch rod found at the Southwesterly corner of a called 0.2307 acre tract conveyed to David Jarboe, according to deed recorded in Clerk's File No. 2012063639 of the Deed Records in the Office of the County Clerk of Galveston County, Texas;

THENCE South 75°43'00" East, along the Southerly line of said called 0.2037 acre tract, a distance of 134.00 feet to a 1/2 inch rod found at the Southeasterly corner of said called 0.2037 acre tract;

THENCE North 14°17'00" East, along the Easterly line of said called 0.2037 acre tract, a distance of 50.00 feet to a 600 nail found at the Southwesterly corner of a called 0.154 acre tract conveyed to Vance Watson, according to deed recorded in Clerk's File No. 2022018204 of the Deed Records in the Office of the County Clerk of Galveston County, Texas;

THENCE South 75°43'00" East, along the Southerly line of said called 0.154 acre tract, a distance of 134.00 feet to a 1/2 inch rod found at the Southeasterly corner of said called 0.154 acre tract, said point also lying in the Westerly line of 21st Street, being a 60 foot right-of-way;

THENCE South 14°17'00" West, along the Westerly line of said 21st Street, a distance of 275.00 feet to a 1/2 inch rod found at the intersection of the Northerly line of said Avenue K and the Westerly line of said 21st Street;

THENCE North 75°43'00" West, along the Northerly line of said Avenue K, a distance of 268.00 feet to the POINT OF BEGINNING of the herein described tract, and containing 1.538 acres (67,000 Sq. Ft.) of land, more or less.

This is to certify that I, Stephen C. Blaskey, a Registered Professional Land Surveyor for the State of Texas, Registration #5856, have platted the above and foregoing subdivision from an actual survey made on the ground and under my direction; that this plat accurately represents the facts as found by that survey made by me, and; that all corners have been, or will be, properly monumented.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE AND
SHALL NOT BE USED OR VIEWED OR RELIED
UPON AS A FINAL SURVEY DOCUMENT

Stephen C. Blaskey
Registered Professional
Land Surveyor 5856

REPLAT
IVIC ADDITION

BEING A REPLAT OF A 1.538 ACRE TRACT, CONSISTING OF ALL OF LOTS ONE THROUGH NINE (1-9) AND THIRTY-EIGHT THROUGH FORTY-EIGHT (38-48), IN BLOCK ONE HUNDRED NINETY-ONE (191), OF SAN LEON TOWNSITE RE-SUBDIVISION, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, TOGETHER WITH THAT ONE HUNDRED (100) FOOT WIDE STRIP OF LAND RESERVED FOR A RAILROAD THROUGH SAID BLOCK 191, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 254, PAGE 36, AND TRANSFERRED TO PLAT RECORD 8, MAP NO. 17, BOTH OF THE MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS.

CITY OF SAN LEON
GALVESTON COUNTY, TEXAS

6 LOTS, 1 BLOCK, 1.538 ACRE

SURVEYOR:
Michael Ivic
4605 S. Flamingo,
Seabrook, Texas 77586
(281)-850-4178

SURVEYOR:
High Tide Land Surveying, LLC
200 Houston Avenue, Suite B
League City, Texas 77573
(281)-554-7739

REVISED: JANUARY 10, 2025
SURVEY DATE: NOVEMBER 26, 2024
FILE No.: 6240-0191-0000-000
DRAFTING: RWB
JOB No.: 24-0453

By _____ Deputy

Dwight Sullivan
County Clerk
Galveston County, Texas

THE STATE OF TEXAS *
COUNTY OF GALVESTON *

I, Dwight D. Sullivan, County Clerk, Galveston County, Texas, do hereby certify that this written instrument was filed for record in my office on _____, 2024, at ____ o'clock, ____ m., and duly recorded on _____, 2024, at ____ o'clock, ____ m., under Galveston County Clerk's File No. _____, Galveston County Map Records.

WITNESS MY HAND AND SEAL OF OFFICE at Galveston, Texas, the day and date last above written.



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***42.**

Consideration of acceptance of petition to abandon unopened portions of Baker Drive between Caicos Calle and Dickinson city limits submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 9:04 am

MICHAEL C. SHANNON, PE, CFM
COUNTY ENGINEER



ELIZABETH ROBERTSON
PLATTING & RIGHT-OF-WAY AGENT

THE COUNTY OF GALVESTON
Office of the County Engineer
Platting & Right-of-Way Division
722 Moody, Galveston, TX 77550
(409) 770-5399

March 3, 2025

County Judge and Commissioners
Galveston County Commissioners Court
Galveston, Texas

Re: Abandonment of unopened Baker Dr right-of-way

Gentlemen:

Attached for your consideration is a petition from Stonetown Green Caye LLC to abandon unopened Baker Drive located in Green Caye Subdivision. This 60' right-of-way is approximately 275' long located between two parcels that the petitioner owns and ends at the City of Dickinson city limits. Petitioners are willing to pay the fair market value of the land.

If you are agreeable, we will notify the petitioners to post the required Notice of the Petition for the twenty (20) day period after which they will submit an affidavit confirming the posting. We will then present a Final Order of Abandonment to the Court for acceptance.

Respectfully,

A handwritten signature in blue ink that reads "ERobertson".

Elizabeth Robertson

Encl.

PETITION TO CLOSE A PORTION OF BAKER DRIVE RIGHT OF WAY
BETWEEN CAICOS CALLE AND DICKINSON CITY LIMITS, DICKINSON,
GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY,
TEXAS:

NOW COMES, Stonetown Green Caye LLC, Galveston County, Texas, and files this their Petition and Application for the abandonment and discontinuance of road right of way located Galveston County, Texas, and for an appropriate Order of this Honorable Court so abandoning and discontinuing said hereinafter described right of way which lies within Precinct No. 1, Galveston County, Texas, in accordance with and as provided for by Chapter 251, Subchapter B, of the Texas Transportation Code, and in support thereof would respectfully show unto the Court the following:

I.

That the right of way sought to be abandoned is more fully described as follows,
to-wit:

**The portion of Baker Drive located between Caicos Calle and Dickinson city limits.
See attached Exhibit "A" attached hereto and made a part thereof.**

II.

That Petitioner, Stonetown Green Caye LLC, is the owner of property adjacent to the proposed abandonments.

III.

That said right of way was not laid out by a jury of view and therefore is not a "public road right of way" within the meaning of Chapter 251 of the Texas

Transportation Code, nor was the right of way at any time up to and including the present time located within the limits of an incorporated city or town.

IV.

That there is not now any continued public need for the maintaining of the right of way as roads by the County of Galveston, and that the burdens and liabilities which would be imposed upon the County of Galveston by maintaining the same would not be justified by the advantages which the maintenance of same would give to the public.

V.

That in the event said right of way is abandoned by the County, Petitioners, Stonetown Green Caye LLC, are willing to pay to the County the fair market value of such right of way as determined by a Real Estate Appraiser chosen by the County as well as all appraisal costs.

VI.

All public and private utility companies serving the area have determined that they have no facilities within the area to be abandoned and have no objection to this abandonment.

VII.

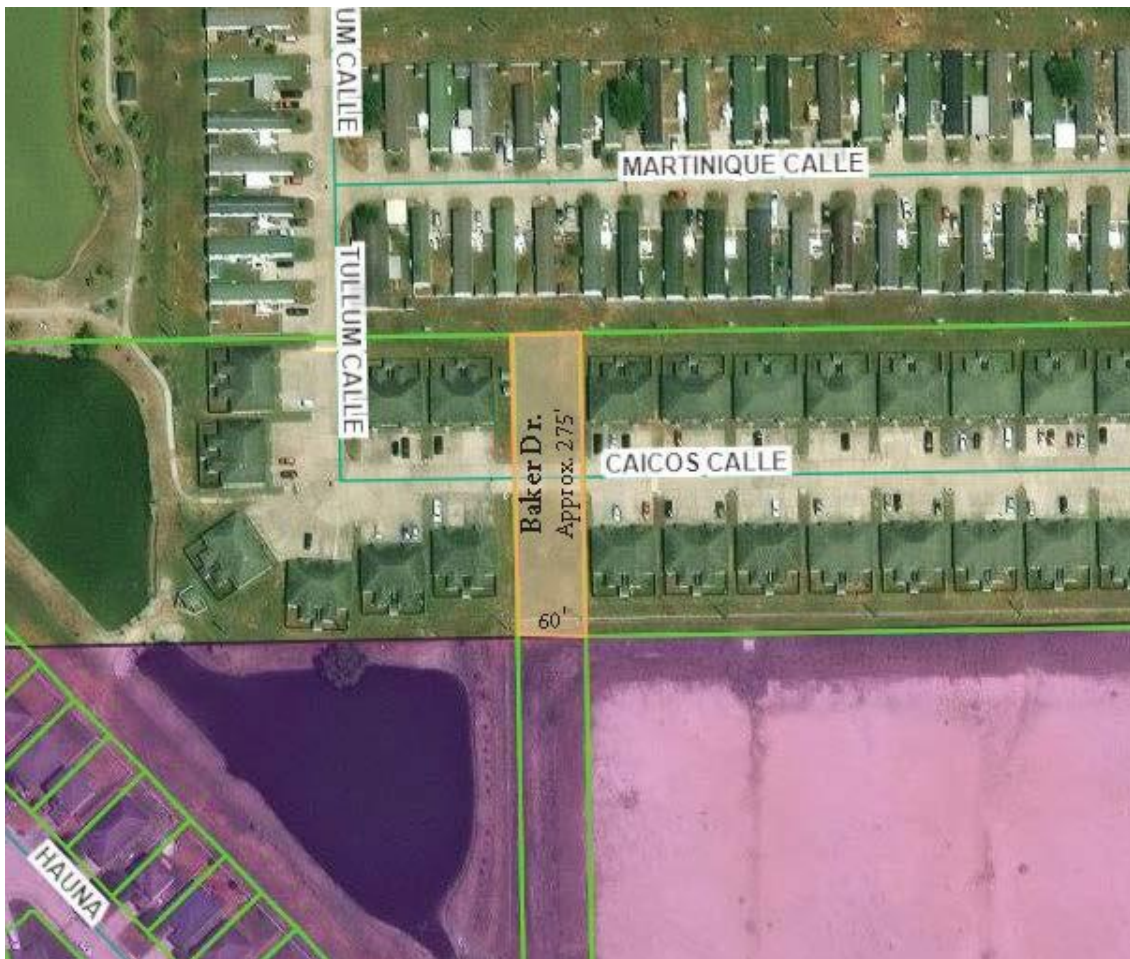
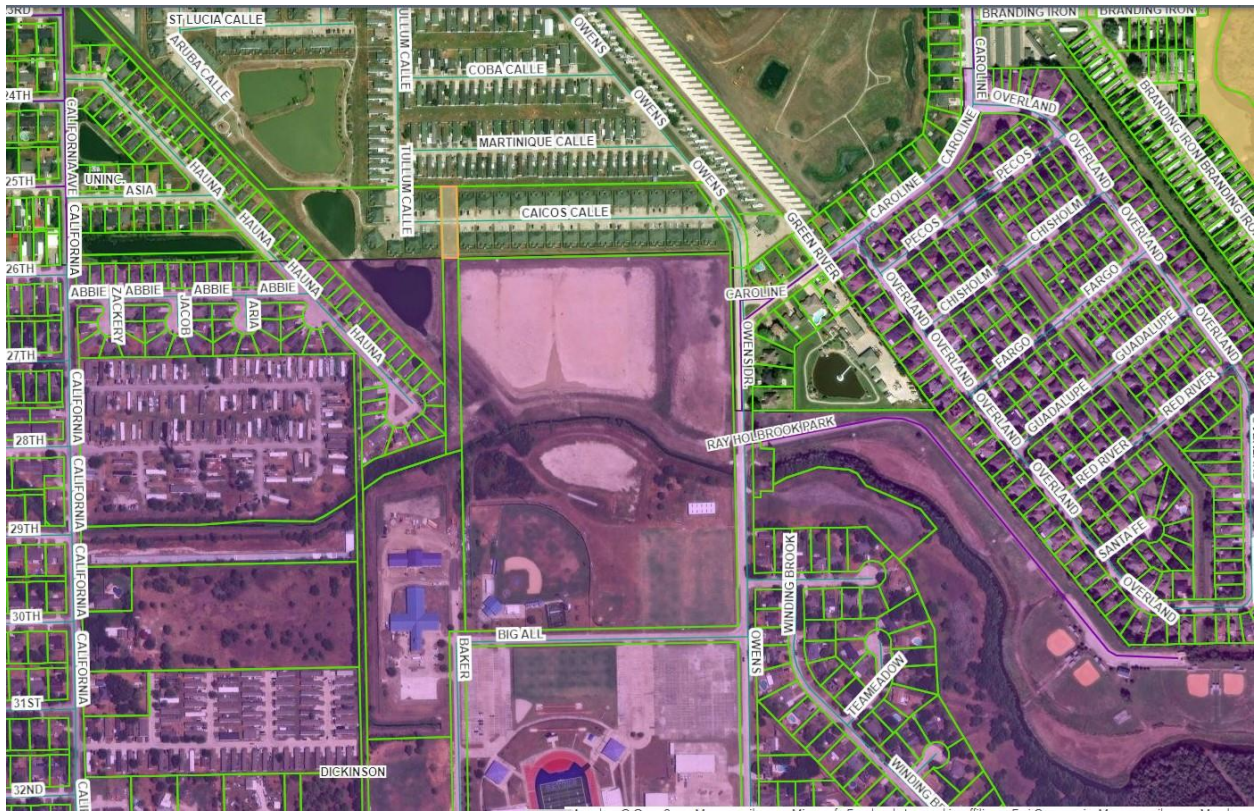
WHEREFORE, Petitioner prays that twenty (20) days notice of this Application and Petition be given, that said notice should be published as required by law; that Petitioner furnish satisfactory proof of posting of said notice and that upon final hearing hereof this Honorable Court adopt a proper Order vacating and abandoning every claim or right the County of Galveston or the general public has or may have in the portions of the right of way described herein, subject, however, to any easements of record or

easements now existing on the ground and that this Honorable Court enter such further orders and take such further action as may be proper or necessary in the premises.

A handwritten signature in blue ink, appearing to read 'Adam Minnick', is positioned above a horizontal line.

Adam Minnick, Authorized Signatory
Stonetown Green Caye, LLC

Exhibit "A"





GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***43.**

Consideration of acceptance of petition to abandon unopened portions of 25th Street between Nichols and Oregon Avenues, Dickinson, submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 10:14 am

MICHAEL C. SHANNON, PE, CFM
COUNTY ENGINEER



ELIZABETH ROBERTSON
PLATTING & RIGHT-OF-WAY AGENT

THE COUNTY OF GALVESTON
Office of the County Engineer
Platting & Right-of-Way Division
722 Moody, Galveston, TX 77550
(409) 770-5399

March 3, 2025

County Judge and Commissioners
Galveston County Commissioners Court
Galveston, Texas

Re: Abandonment of unopened 25th Street right-of-way

Gentlemen:

Attached for your consideration is a petition from Oscar & Catalina Alanis and Nestor Ramirez to abandon unopened portion of 25th Street between Nichols Ave and Oregon Ave in Dickinson. This 70' right-of-way is approximately 260' long. Petitioners own the adjacent properties and are willing to pay the fair market value of the land.

If you are agreeable, we will notify the petitioners to post the required Notice of the Petition for the twenty (20) day period after which they will submit an affidavit confirming the posting. We will then present a Final Order of Abandonment to the Court for acceptance.

Respectfully,

A handwritten signature in blue ink that reads "ERobertson".

Elizabeth Robertson

Encl.

PETITION TO CLOSE A PORTION OF 25th ST. RIGHT OF WAY BETWEEN
NICHOLS AND OREGON AVES., DICKINSON, GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY,
TEXAS:

NOW COMES, Oscar Alanis, Catalina Alanis and Nestor Ramirez, Galveston County, Texas, and files this their Petition and Application for the abandonment and discontinuance of road right of way located Galveston County, Texas, and for an appropriate Order of this Honorable Court so abandoning and discontinuing said hereinafter described right of way which lies within Precinct No. 3, Galveston County, Texas, in accordance with and as provided for by Chapter 251, Subchapter B, of the Texas Transportation Code, and in support thereof would respectfully show unto the Court the following:

I.

That the right of way sought to be abandoned is more fully described as follows,
to-wit:

The portion of 25th Street located between Nichols Avenue and Oregon Avenue. See attached Exhibit "A" attached hereto and made a part thereof.

II.

That Petitioners, Oscar Alanis, Catalina Alanis and Nestor Ramirez, are the owners of property adjacent to the proposed abandonments.

III.

That said right of way was not laid out by a jury of view and therefore is not a "public road right of way" within the meaning of Chapter 251 of the Texas

Transportation Code, nor was the right of way at any time up to and including the present time located within the limits of an incorporated city or town.

IV.

That there is not now any continued public need for the maintaining of the right of way as roads by the County of Galveston, and that the burdens and liabilities which would be imposed upon the County of Galveston by maintaining the same would not be justified by the advantages which the maintenance of same would give to the public.

V.

That in the event said right of way is abandoned by the County, Petitioners, Oscar Alanis, Catalina Alanis and Nestor Ramirez, are willing to pay to the County the fair market value of such right of way as determined by a Real Estate Appraiser chosen by the County as well as all appraisal costs.

VI.

All public and private utility companies serving the area have determined that they have no facilities within the area to be abandoned and have no objection to this abandonment.

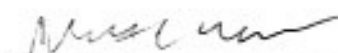
VII.

WHEREFORE, Petitioner prays that twenty (20) days notice of this Application and Petition be given, that said notice should be published as required by law; that Petitioner furnish satisfactory proof of posting of said notice and that upon final hearing hereof this Honorable Court adopt a proper Order vacating and abandoning every claim or right the County of Galveston or the general public has or may have in the portions of the right of way described herein, subject, however, to any easements of record or

easements now existing on the ground and that this Honorable Court enter such further orders and take such further action as may be proper or necessary in the premises.



Oscar Alanis

Catalina Alanis

Nestor Ramirez



Exhibit "A"



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***44.**

Consideration of terminating Munro's Service Agreement with Munro's Uniform Services submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 11:20 am



Mark Henry

**County Judge
County of Galveston**

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Zach Davidson
Director, Government Affairs

Spencer Lewis
Director, Communications

March 3, 2025

Munro's Uniform Services
Attn: Jeff Munro and/or Clint McFerrin
399 North MLK Jr., Pkwy
Beaumont, TX 77701

Via Regular Mail and Email:
rbrumley@munrosinc.com
jmunros@munrosinc.com

Re: Munro's Service Agreement

Munro's and/or Cintas-

Galveston County is not renewing the Munro's Service Agreement and is providing notice to terminate the agreement.

Sincerely,

Mark Henry
County Judge

Enclosures: Munro's Service Agreement and Cintas Acquisition Notice

Cc: Lee Crowder, Director Road & Bridge
Rufus Crowder, Purchasing Agent



October 4th, 2024

Dear Valued Munro's Uniform Services Customer,

We are pleased to share the news that Cintas Corporation recently completed an acquisition of Munro's Uniform Services on October 4th, 2024, and Cintas will soon become your apparel / facility services provider.

Whenever we make decisions for our business, our primary focus has always been – and continues to be – our customers and employees.

Cintas is an industry leader that helps businesses get **Ready for the Workday**® with products and services to help move them forward and stay ready for whatever is ahead. We're enthusiastic about this partnership and we're excited to know that Munro's Uniform Services' customers will continue to be well-cared-for by Cintas.

As Munro's Uniform Services becomes part of Cintas' industry-leading team, our customers will benefit from a broader offering of cleaner, greener, safer, easier, and more sustainable solutions, as well as comprehensive supply chain support, all while receiving incredible, personal service.

While we finalize the acquisition and begin to transition customers to Cintas, you will continue to work with the same Munro's Uniform Services team you're already used to working with – as well as new and trusted Cintas employee-partners.

During this transition, you will receive the same products, services, and pricing that you currently receive now. While we traditionally adjust pricing once a calendar year, Cintas plans to maintain your current pricing through next summer.

You also have Cintas' commitment to continue delivering outstanding service and value to you and your business. Soon, you will have access to new products, services, and comprehensive business services that Cintas offers.

All of us at Munro's Uniform Services appreciate your business and ongoing support, and Cintas is excited to welcome you as their customer. Your satisfaction is our priority during this upcoming transition, and we look forward to supporting you through this process.

If you have any questions or concerns, please don't hesitate to contact us at (409) 832-9238.

Sincerely,

Jeff Munro
Munro's Uniform Services

Clint McFerrin
Cintas Corporation



UNIFORM SERVICES

399 North MLK Jr. Pkwy. • Beaumont, TX 77701 • (409) 832-9238 • 1-800-256-8678 • FAX (409) 832-0508

SERVICE AGREEMENT

☐ New ☒ Renewal

Full Legal Name of Customer: Galveston County R&B

☐ Sole Proprietorship ☐ Corporation ☐ Partnership ☐ Other: _

Delivery Location(s): 5115 Highway 3 Dickinson, TX 77539

920 Noble Carl Drive Port Bolivar, TX 77650

Phone No. (281) 534-4152

Contact Person: Lee Crowder

Billing Address: 5115 Highway 3

☒ Weekly ☐ EOW ☐ E4W

Dickinson, TX 77539

☐ COD ☒ Charge

Route: Multiple

DAY: ☐ Mon ☐ Tue ☐ Wed ☒ Thur ☐ Fri

Est. Install Date: N/A

Notes: 20% UPCHARGE ON: SHIRTS 2XL & UP, PANTS 44 WAIST & UP, & COVERALLS 54&UP.

DELIVERY/ENERGY: \$7.95

UP TO 110% UPCHARGE ON NON-STOCK ITEMS.

☐ MVP-MTS ☐ MVP-UNIF ☐ MVP-FL-TWL ☐ MVP-ANC

LOGO MATS MUST BE BILLED WEEKLY FOR AT LEAST 24 MONTHS.

Item	Type/Size/Color	Item Inv.	Wkly. Usage	Unit Price	Wkly. Rate	Replacement Value Charge Each
Wrangler Jeans (Supervisor)	13MWZ	11	5	\$1.05	\$11.55	\$40.00
Reed Jeans	601P	11	5	\$0.40	\$4.40	\$22.00
100% Cotton Shirt	584GG / 5884GG	11	5	\$0.25	\$2.75	\$27.00

BY SIGNING BELOW, CUSTOMER AGREES TO ALL THE TERMS SET FORTH IN THIS AGREEMENT. (See Back of Form)


Signature of Authorized Customer Agent

Mark Henry
Printed Name

County Judge
Position

June 24, 2024
Date of Acceptance by Customer

Rachel Brumley
Supplier's Sales Agent (Printed Name)

Accepted By Supplier:

General Manager of Supplier

5/14/24
Date of Acceptance by General Manager of Supplier

1. Munro's Uniform Services, LLC ("Supplier") agrees to lease and furnish to Customer ("Customer") and all other items requested as rental Requirement from the Customer after this Agreement was signed on a regular delivery schedule. Customer agrees to receive and lease Exclusively from Supplier rental items as set forth in this Service Agreement ("Agreement"). All rental items shall remain the property of Supplier. Customer agrees that Supplier is furnishing the rental items listed herein as selected by Customer and that Customer shall indemnify and hold Supplier harmless from any claim by any person that the items are not fit for the use to which Customer employs the items. Customer understands and agrees that the foregoing items, unless otherwise designated in writing by Supplier, are not flame resistant, flame retardant, and/or acid resistant.
2. ~~All charge accounts are due and payable net ten (10) days from the end of the month of the service date. All COD accounts are due when Merchandise is delivered.~~
Payments are governed by the Texas Payment Prompt Act, Govt. Code Ch. 2251
3. ~~Any unpaid COD invoice will carry a \$10.00 surcharge. If an invoice remains past due after sixty (60) days after date of invoice, Supplier has the right to terminate this Agreement by sending written notice of termination, by certified mail, return receipt requested, to Customer at the above-listed Billing Address. Supplier shall be entitled to charge the unpaid balance owed on any COD invoice not paid within twenty-one (21) days after date of invoice to any credit card account previously authorized by Customer. Supplier shall be entitled to charge the unpaid balance owed on any non-COD invoice not paid within sixty (60) days after date of invoice to any credit card account previously authorized by Customer.~~
4. Customer agrees to pay Supplier a minimum stop charge of \$50.00 or 80% of the highest thirteen-week average of invoices, whichever is greater. In addition to the foregoing, Customer agrees to pay to Supplier an environmental/energy/delivery (EED) surcharge of invoice total. Size changes and style changes will require additional surcharges unless covered under the MVP (Munro's Value Program). Special sizing or cut specials will be reflective of manufacturer's surcharges.
5. Customer agrees that all past due amounts will be charged a service fee of 1.5% per month (or the highest rate allowed by law, if the rate allowed is less, and Customer agrees to pay such service fees.
6. Customer agrees to pay to Supplier the replacement value charge for each item determined by Supplier to be lost, misused, or abused, based on periodic inventories. Upon termination of this Agreement, Customer shall, within ten (10) days after termination, return to Supplier all rental items, and Customer likewise agrees to pay to Supplier the garment value charge for each item not timely returned to Supplier and/or for each item returned to supplier that exhibits product misuse or abuse, as determined by supplier.
7. Customer understands that Supplier will use its best efforts to clean any items turned in for cleaning, but that some soils and stains are impossible to remove from fabrics. Supplier is only required to provide cleaning and/or laundry service comparable to commercial laundries in the region. Customer covenants and agrees that all concerns or objections regarding Supplier's service levels, or allegations that Supplier's services are below industry level, shall be provided to Supplier in writing and that Supplier shall be entitled to ninety (90) days after receipt of such written notification to return service levels to local industry acceptable levels. Customer further agrees that Supplier shall not be liable in the event that it cannot provide goods and/or services because of circumstances beyond Supplier's control, such as strikes, natural disasters, war, civil disturbances, Acts of God, etc.
8. This agreement shall become effective on the date of acceptance by the General Manager of Supplier and shall continue in effect for twelve (12) months after the date of delivery by Supplier to Customer of the first invoice delivered pursuant to this Agreement. This Agreement is effective for all items agreed to or ordered by Customer subsequent to the original date of acceptance. This Agreement shall automatically renew for consecutive periods of one (1) year terms unless either party, at least 90 days and no greater than 180 days prior to the end of the original or any renewal term, notifies the other party by certified mail, return receipt requested, that the party does not wish to renew this Agreement. If for any reason the account is placed on Hold, the duration that the account is on Hold will be added to the Agreement term.

If Munro's should decide to sell all or part of its stock or assets to another supplier, each Customer signed on behalf of their organization agrees to remain with the new supplier until the full term of the Agreement has been reached. All other items in this Agreement remain in effect.

9. Prices are guaranteed for one (1) full year, and Supplier may thereafter elect to increase prices not to exceed 4% per year or the consumer price index, whichever is greater. If Customer disputes the validity of any charge or item listed on any invoice delivered by Supplier to Customer, then Customer shall deliver to Supplier written notification of such dispute within ten (10) days after Customer's receipt of such invoice, or Customer shall be deemed to have waived such dispute.
10. ~~If Customer terminates this Agreement other than at the end of the original or a renewal term, or if Supplier terminates this Agreement because of a material breach by Customer (including but not limited to Customer's failure to pay an invoice). Customer agrees that Supplier will suffer damages in an amount that cannot be easily calculated. Therefore, if early termination of this Agreement occurs (regardless of reason), Customer agrees to pay Supplier an amount in liquidated damages equal to fifty (50) percent of the total average weekly rental charge in effect for the week preceding termination of this Agreement, multiplied by the number of weeks remaining in the Agreement. Customer agrees that this liquidated damages amount becomes immediately due and payable by Customer upon termination of the Agreement. Customer further agrees that this amount of liquidated damages is intended to be a reasonable calculation of Supplier's damages for lost rental revenue due to early termination and is in no way a penalty. Customer further agrees that this amount is in addition to any amounts due for misused, abused, and/or unreturned items.~~
11. Customer represents and warrants to Supplier that by entering into this Agreement, Customer is in no way breaching a pre-existing Agreement with any other person or entity for the supply of the same of similar items, and ~~Customer further agrees to indemnify Supplier if it is later found that by entering into this Agreement Customer has breached a pre-existing agreement.~~
12. If Supplier hires an attorney to enforce this Agreement. Customer agrees to reimburse Supplier for all reasonable cost and expenses incurred by Supplier, including, but not limited to attorney's fees.
13. Any subsequent revisions and/or modifications to this Agreement must be in writing and signed by both Supplier and Customer. This Agreement constitutes the entirety of the agreement between Supplier and Customer, and Customer agrees that Supplier has made no other agreements. This Agreement is solely for the benefit of Supplier and Customer, and there are no third-party beneficiaries intended by them, including but not limited to Customer's employees.
14. This Agreement shall be interpreted in accordance with the laws of the State of Texas. Venue for any dispute arising from this Agreement shall lie exclusively in Galveston ~~Jefferson~~ County, Texas. If a court holds any provision of this Agreement to be invalid, illegal, and/or unenforceable, such holding shall not affect the enforceability of any other provision of this Agreement.

From: [Bryant, Elizabeth](#)
To: [Van Horn, Veronica](#)
Subject: FW: [EXTERNAL] FW: Munro
Date: Tuesday, June 18, 2024 2:10:31 PM
Attachments: [image001.png](#)

This is the email she explained they agree to all changes with the exception to #4 below.

Thank You,

Elizabeth Bryant
Fleet Administrative Manager
5115 Hwy 3 Dickinson, TX 77539
281-309-5074



Confidentiality Notice | This email, and any files transmitted with it, is intended for the individual to whom it is addressed and may contain information that is privileged, confidential, and protected by law. If you are not the intended recipient, you are hereby notified that any use or disclosure of this information is strictly prohibited. If you have received this message in error, please notify the sender immediately via e-mail and delete the original message.

From: Rachel Brumley <rbrumley@munrosinc.com>
Sent: Thursday, June 6, 2024 12:10 PM
To: Bryant, Elizabeth <Elizabeth.Bryant@galvestoncountytx.gov>
Cc: Zulch, Robert <Robert.Zulch@galvestoncountytx.gov>
Subject: Re: [EXTERNAL] FW: Munro

Hi Elizabeth,

We've reviewed the service agreement and all changes made are approved except changes made to #4. The terms in #4 are not new and are already being reflected on your current invoices. I will explain below what everything is so you have a clearer understanding. If/when approved by the commissioner we will need the copy with the redlined verbiage still on the document.

The EED charge is an environmental, energy and delivery charge. This charge is reflected on your current invoice and you guys are actually grandfathered in at \$7.95 per week instead of a percentage of the total invoice. The *environmental* portion is for proper disposal of wastewater and chemicals used in the cleaning process. The *energy* portion is for electricity, water, and gas used to process garments. The *delivery* portion is for fuel and maintenance of our delivery fleet.

Size change and style change charges occur when an employee changes styles/sizes. This is a necessary charge so we can recoup some of our investment on items that are being swapped. This is not a charge for replacement of worn uniforms. Once the renewal is executed I will get the old/worn uniforms replaced and you will not be charged.

The special sizing and special cut surcharge is the 20% increase in rental price on larger size garments. This charge is also already being reflected on your weekly invoice.

Please feel free to reach out if you have any further questions.

Thank you,

On Tue, Jun 4, 2024 at 6:47 AM Bryant, Elizabeth <Elizabeth.Bryant@galvestoncountytexas.gov> wrote:

Good Morning,

The new contract was not approved as it was not the same as our last contract. Some of the terms were changed/added that the County is exempted from. Below are some of the findings and attached are the corrections our legal team made. Please let me know if you have any issues revising this contract for us.

We need the terms to be revised. Most of the problem revolves around a couple of issues:

- The County can't legally indemnify anyone.
- The County is required to do its payments and penalties under the Prompt Payment Act, Gov't Code Ch 2251.
- The County has mandatory venue in Galveston County for any disputes.

Thank You,

Elizabeth Bryant
Fleet Administrative Manager
5115 Hwy 3 Dickinson, TX 77539
281-309-5074



Confidentiality Notice | This email, and any files transmitted with it, is intended for the individual to whom it is addressed and may contain information that is privileged, confidential, and protected by law. If you are not the intended recipient, you are hereby notified that any use or disclosure of this information is strictly prohibited. If you have received this message in error, please notify the sender immediately via e-mail and delete the original message.

From: Van Horn, Veronica <Veronica.VanHorn@co.galveston.tx.us>
Sent: Monday, June 3, 2024 2:50 PM
To: Crowder, Lee <Lee.Crowder@co.galveston.tx.us>; Bryant, Elizabeth <Elizabeth.Bryant@galvestoncountytexas.gov>
Subject: Munro

Importance: High

Lee/Elizabeth,

We need the terms to be revised. Most of the problem revolves around a couple of issues:

- The County can't legally indemnify anyone.
- The County is required to do its payments and penalties under the Prompt Payment Act, Gov't Code Ch 2251.
- The County has mandatory venue in Galveston County for any disputes.

I have redlined those changes and attached an edited version with the corrections made on Munro 2nd page clean doc. Please get in touch with your vendor and get their approval to use the modified version.

Let me know if you have any questions.

Veronica Van Horn
Legal Services Manager
722 Moody Ave., 2nd Floor
Galveston, TX 77550
409-770-5562 Direct
409-770-5560 Fax
veronica.vanhorn@co.galveston.tx.us

--

Rachel Brumley
Key Account Manager
409.728.9031



399 N ML King Jr Pkwy
Beaumont, TX 77701
409.832.9238

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying,

distributing or taking any action in reliance on the contents of this information is strictly prohibited.



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***45.**

Consideration of request of tax refunds in excess of \$2,500.00 submitted by the Tax Assessor/Collector

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 3:44 pm



Cheryl E. Johnson, PCC, CTOP
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us



February 14, 2025

County Judge Mark Henry
722 Moody Street
Galveston, Texas 77550

Re: Tax Refunds in Excess of \$2,500.00

Dear Judge Henry:

In accordance with Section 31.11 (a) of the Texas Property Tax Code, I hereby request approval of 1 refund totaling \$2,524.58 as shown below.

<u>Account</u>	<u>Year</u>	<u>Type</u>	<u>Amount</u>
131899	2023	Overpayment	\$2,524.58

Sincerely,

Cheryl E. Johnson, PCC, CTOP

By: Tristan Belk

TAX COLLECTION SYSTEM
 REFUNDS SELECTED REPORT
 FROM: 01/28/2025 TO: 01/28/2025
 MINIMUM DOLLAR AMOUNT: \$2500
 PAGE: 1

SELECTION SEQUENCE 4765262
 OVERPAYMENT REFUNDS
 REFUNDS REPORTED FOR INSPECTION ONLY

ACCOUNT NUMBER	APPR DIST #	SUIT	DEPOSIT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND
UNP TOT YEAR UNIT OWNER NAME		REC TYPE	RECEIPT					REASON(S)
131899	122500000033000	RC250206		20250128	57876805	TR	2,524.58	
CHECK PAYEE:STEPHEN CONNOLLY								
2023 8001 W HOLT HOLDINGS LLC & SLK & TL								
5318 WESTLAWN ST #322								
HOUSTON TX77005								
ABST 2 S F AUSTIN SUR LOTS 33 & 34 CHECK TOTAL:								
ARMSTRONG SUB EXTN								

FTDO # : 35995810
 TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS 2,524.58
 COUNT OF REFUND CHECKS 1



GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***46.**

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

- 1) **Date of Request:** 2/25/2025
- 2) **Contract Type:** Expense
- 3) **Renewal Contract:** Yes
- 4) **Department Name:** Emergency Management
- 5) **Department Contact:** Veronica Van Horn
- 6) **Description:** Fire Protection Services-FD

- 7) **PEID No:** 033985
- 8) **Req No:**
- 9) **Orgkey:** 1101-291010
- 10) **Object Code:** 5452500
- 11) **Vendor:** City of Galveston
- 12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

- 13) **Fund Name:** General
- 14) **Fund #:** 1101
- 15) **Current Year Budgeted:**
- 16) **Current Year Projected:** \$22,500.00
- 17) **Year 2:**
- 18) **Year 3:**
- 19) **Year 4:**
- 20) **Year 5:**
- 21) **Totals:**

To Be Completed by Purchasing Department

- 22) **Contract Start Date:** 3/3/2025
- 23) **Auto Renewal Contract:** No
- 24) **Bid No:** N/A
- 25) **Contract End Date:** 9/30/2025
- 26) **Contract # Issued by Purchasing Department:** SC-0000797 / Bonfire # 210941

NOTES: HB1295 - Not Required - Municipality

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	2/25/25 9:24 am
2	Melissa Fleming	Approve	2/26/25 8:34 am
3	Rufus Crowder	Escalated	2/26/25 8:41 am
4	Tammy Dickey	Approve	2/26/25 9:00 am
5	Sergio Cruz	Approve	2/26/25 9:24 am
6	Randall Rice	Approve	2/26/25 11:15 am
7	Veronica Van Horn	Approve	2/26/25 12:00 pm

STATE OF TEXAS §
 §
 COUNTY OF GALVESTON §

CONTRACT

This Contract is made by and between the County of Galveston, Texas, acting by and through its Commissioners' Court hereinafter called "County" and the City of Galveston, Texas, acting by and through its City Council, hereinafter called "City" or "recipient".

Whereas, Chapter 352 of the Texas Local Government Code, "County Fire Protection" and Chapter 791 of the Government Code, "Interlocal Cooperation Act," provides authority that the Commissioners' Court may contract the governing body of a municipality to provide fire protection services to locations outside of the municipalities; and

Whereas, citizens residing within unincorporated areas of the County surrounding the City's city limits are in need of obtaining the services of the City to assist them in time of need; and

Whereas, the City is willing to make its fire protection services available to unincorporated areas of the County.

Now, therefore, for and in consideration of the mutual covenants expressed herein it is agreed as follows:

1. To assist the various communities located in the unincorporated areas surrounding the City's city limits, the County agrees to pay the City to be on call and make fire protection runs into the unincorporated areas of Galveston County the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/ 100 (\$22,500.00). Payment of this sum shall be made following the acceptance and execution of this Contract by both parties.
2. City agrees to make reasonable efforts to respond to requests for fire protection services in the unincorporated areas of the County surrounding the City's city limits, regardless of the source of the request.
3. City agrees to keep a record of any runs made in response to an area in the

unincorporated portions of the County, and to submit, not later than July 21, of each subsequent renewal year a report to the County Commissioners' Court advising the Court of the runs made to unincorporated areas of the County during the period of July 15, of the prior year to July 14, of the subsequent renewal year. For each run, the City will report the date and time of the run, the distance travelled, the number of personnel who responded, and all expenses incurred by the City as determined by the most recent City financial audit in making the reported runs. The County and City acknowledge that the City's run expenses will not impact the amount payable under this Contract.

4. It is expressly agreed and understood between the parties that the County shall have no right at any time to supervise, manage, direct or control the City and its members in the performance of their services. The City shall totally decide and be responsible for the manner, means and methods by which they operate.
5. It is further agreed and understood between the parties that in accordance with §352.004 of the Local Government Code, V.T.C.A., the acts of any person who, in the act of carrying out the County's authority to provide fire protection under this agreement, furnishes fire protection to a county resident who lives outside the municipalities in the County, including the act of person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the County.
6. It is further agreed that the City is not liable for the acts of its employee in fighting fires outside the City under this Contract. However, it is acknowledged that the City will continue any responsibilities it may have to provide workers' compensation, to any employees who provide firefighting services under this Contract.
7. Nothing in this Contract shall be construed to waive any provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.
8. To the extent permitted by the Constitution and laws of the State of Texas, City agrees to indemnify and save harmless the County of Galveston, its agents, Commissioners, Boards, Officers and employees from any and all suits, actions, or claims of any character, type or description brought or made for or on account of any injuries or damages received or sustained by any person or persons arising out

of or occasioned by the acts of the Fire Department, its members, deputies, agents or employees.

9. During the term of this Contract, the City agrees to:
 - a) Maintain membership in the Galveston County Firefighters Association,
 - b) Comply with the Texas Commission on Fire Protection (TCFP) and any other applicable Federal and State regulatory agency, and submit an annual letter stating such compliance to the Galveston County Fire Fighters Association.
10. Equal Employment Opportunity - The City agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The recipient agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.
11. Drug-Free Workplace - the City shall comply with the applicable provisions of the Drug- Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations there under and maintain a drug-free work environment.
12. Americans With Disabilities Act - the City shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations there under.
13. Nondiscrimination-the City acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:

Title VI of the Civil Rights Act of 1964
Title IX of the Education Amendments of 1972
The Rehabilitation Act of 1973, Section 503
The Rehabilitation Act of 1973, Section 504
The Age Discrimination Act of 1975
The Drug Abuse Office and Treatment Act of 1972
The Drug-Free Workplace Act of 1988

14. This Contract shall begin effective upon the execution of this document by both parties. The term of this contract expires on September 30, 2028, and provides for a term of one (1) year, with automatic renewal annually, for three (3) consecutive one (1) year terms, unless sooner terminated in accordance with terms herein.
15. This Contract constitutes the only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The City disclaims any reliance on representations by the County that are not expressly set out in this Contract.
16. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The remainder of the provisions shall remain in full force and effect.
17. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.
18. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County.
19. Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.
20. This Agreement is being executed by both parties.

GALVESTON COUNTY, TEXAS

By: _____
Mark Henry
County Judge

Date: _____

Attest:

By: _____
Dwight D. Sullivan
County Clerk

CITY OF GALVESTON, TEXAS

Signed by:
By: Daniel J. Buckley; For
88F9068399D042A...
Brian Maxwell
City Manager

Date: 2/3/2025 | 9:55:13 AM CST

Attest: DS
DocuSigned by:
By: Janelle Williams
BE021004F9B742E...
Janelle Williams
City Secretary



APPROVED AS TO FORM:

Signed by:
Xochitl Vandiver-Gaskin
C145E6A43B0A...
CITY ATTORNEY'S OFFICE

RESOLUTION NO. 25 - 006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GALVESTON AND THE COUNTY OF GALVESTON FOR THE PROVISION OF FIRE PROTECTION RUNS INTO UNINCORPORATED AREAS OF THE COUNTY, PROVIDING FOR THE PAYMENT OF FUNDS TO THE CITY BY THE COUNTY; PROVIDING FOR A TERM OF THREE YEARS; APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT UPON FINAL APPROVAL BY THE CITY ATTORNEY; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Texas, in the Interlocal Cooperation Act, has provided in Chapter 791, of the Texas Government Code, that the City of Galveston (hereinafter called "the City") may jointly exercise with other local governments the power to provide governmental services for the public health and welfare; and,

WHEREAS, the County of Galveston has an interest in ensuring that adequate fire protection resources are available to respond to fire emergencies in unincorporated areas of the County; and,

WHEREAS, the City of Galveston Fire Department has the capability to respond to fire emergencies in unincorporated areas of the County; and,

WHEREAS, the County is willing to provide to the City compensation in the amount of \$22,500.00, annually, to defray the cost of the Galveston Fire Department's response to fire emergencies in unincorporated areas; and,

WHEREAS, the City Council recommends agreeing to enter into an Interlocal Agreement with the County of Galveston providing for a term of three (3) years; and,

WHEREAS, the City Council of the City of Galveston hereby finds it in the public interest to ensure that adequate fire protection resources are available to respond to fire emergencies in unincorporated areas of the County and to enter into the agreement as provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. That the Interlocal Agreement between the City of Galveston and the County of Galveston, attached hereto as **Exhibit 1**, for the provision of fire response to unincorporated areas of the County is hereby approved and adopted.

SECTION 3. To assist the various communities located in the unincorporated areas surrounding the City's city limits, the County agrees to pay the City to be on call and make fire protection runs into the unincorporated areas of Galveston County the sum of Twenty-Two Thousand Five Hundred and No/ 100 (\$22,500.00).

SECTION 4. The City agrees to keep a record of any runs made in response to an area in the unincorporated portions of the County, and to submit a report to the County Commissioners' Court advising the Court of the runs made to unincorporated areas of the County during each corresponding reporting period.

SECTION 5. The Interlocal Agreement expires September 30, 2028, unless sooner terminated in accordance with the terms of the Interlocal Agreement.

SECTION 6. The City Manager is hereby authorized to execute the contract between the City and County of Galveston in substantially the same form as attached hereto upon final approval by the City Attorney.

SECTION 7. That this Resolution shall be and become effective from and after its adoption.

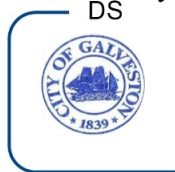
APPROVED AS TO FORM:

Signed by:



DONNA M. FAIRWEATHER
SR. ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City of Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular meeting held on January 23, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this 28th day of January, 2025.



DocuSigned by:


BE021004F9B742E...

Secretary for the City Council
of the City of Galveston



Galveston Fire Department

STAFF REPORT

Date January 10, 2025

To: Brian Maxwell, City Manager
Mayor and City Council Members

From: Mike Varela Jr., Fire Chief

Request:

Consider for Approval the acceptance of a grant from Galveston County for training expenses in the amount of \$22,500.00. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Prior Council Action

- On August 26, 2021, City Council approved the acceptance of a grant in the amount of \$22,500 from Galveston County to supplement the Galveston Fire Department training of personnel. The contract shall terminate September 30, 2023.
- On January 26, 2023, City Council approved the acceptance of a grant in the amount of \$22,500 from Galveston County to supplement the Galveston Fire Department training of personnel. The current contract shall terminate September 30, 2023.

Background

- A. The Galveston Fire Department is a member of the Galveston County Firefighters Association.
- B. As part of this membership, we are eligible for annual contract monies which come from the Galveston County Commissioner's Court to be used for Fire Department projects and training.
- C. The Galveston Fire Department responds to citizens residing within unincorporated areas of Galveston County upon request from neighboring cities within the county.



COUNCIL APPROVED

DATE 01/23/2025

SIG. [Signature]



Galveston Fire Department

STAFF REPORT

Fiscal Impact Report

- **Funding Source.** The grant for training expenses will go to the Galveston Fire Departments Special Revenue Account for Training purposes.
- **Total Cost.** N/A

Funding Source	Amount per year
1816-221441-564117-422000	\$ 22,500.00
Total	\$ 22,500.00

Alternatives

- Approve the acceptance of the grant from Galveston County to supplement the training of Galveston Fire Department personnel.
- Do not approve the acceptance of the grant from Galveston County and forfeit the money which would make training for personnel more stringent.

Staff Recommendation

- Approve the acceptance of the grant from Galveston County to supplement the training of Galveston Fire Department personnel.

Attachments

- Contract between County of Galveston and the City of Galveston



Certificate Of Completion

Envelope Id: FF32EDDA-96D3-4D9F-A708-08DE1A5FEC7E

Status: Completed

Subject: COG-RES-6

Source Envelope:

Document Pages: 9

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Janelle Williams

AutoNav: Enabled

Stamps: 2

823 Rosenberg

Envelopeld Stamping: Enabled

Galveston, TX 77550

Time Zone: (UTC-06:00) Central Time (US &

CitySec@galvestontx.gov

Canada)

IP Address: 50.205.209.26

Record Tracking

Status: Original

Holder: Janelle Williams

Location: DocuSign

01-28-2025 | 15:16

CitySec@galvestontx.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Galveston

Location: DocuSign

Signer Events

Xochitl Vandiver-Gaskin for

Legal@galvestontx.gov

City Attorney

Security Level: Email, Account Authentication
(None)

Signature

Signed by:
Xochitl Vandiver-Gaskin for
6A59EBFC33E64A0...

Signature Adoption: Pre-selected Style

Using IP Address: 50.205.209.26

Timestamp

Sent: 01-28-2025 | 15:16

Viewed: 01-28-2025 | 15:23

Signed: 01-28-2025 | 15:23

Freeform Signing

Electronic Record and Signature Disclosure:

Accepted: 01-28-2025 | 15:23

ID: dce5b181-9a2a-4afa-9477-eeed9092ac4d

Xochitl Vandiver-Gaskin

Legal@galvestontx.gov

City Attorney

Security Level: Email, Account Authentication
(None)

Signed by:
Xochitl Vandiver-Gaskin
6A59EBFC33E64A0...

Signature Adoption: Pre-selected Style

Using IP Address: 50.205.209.26

Sent: 01-29-2025 | 08:10

Resent: 01-29-2025 | 08:11

Viewed: 01-29-2025 | 08:11

Signed: 01-29-2025 | 08:11

Freeform Signing

Electronic Record and Signature Disclosure:

Accepted: 01-29-2025 | 08:11

ID: cbf3dfb2-cf8a-498e-8437-59389e6c9e10

Daniel J. Buckley; For

CityManager@galvestontx.gov

Deputy City Manager

Security Level: Email, Account Authentication
(None)

Signed by:
Daniel J. Buckley; For
88F9068399D042A...

Signature Adoption: Pre-selected Style

Using IP Address: 50.205.209.26

Sent: 01-28-2025 | 15:23

Resent: 01-31-2025 | 09:39

Viewed: 01-31-2025 | 16:54

Signed: 01-31-2025 | 16:54

Freeform Signing

Electronic Record and Signature Disclosure:

Accepted: 01-31-2025 | 16:54

ID: 7361d297-0ac0-49a8-8ed3-ae62ce7222fb

Signer Events	Signature	Timestamp
Janelle Williams jwilliams@galvestontx.gov City Secretary City of Galveston Security Level: Email, Account Authentication (None)	<div>DocuSigned by:  BE021004F9B742E...</div> 	Sent: 01-31-2025 17:48 Viewed: 02-03-2025 09:54 Signed: 02-03-2025 09:55 Freeform Signing

Signature Adoption: Pre-selected Style
Using IP Address: 50.205.209.26

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
City Secretary CitySec@galvestontx.gov City Secretary City of Galveston Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 01-31-2025 17:48 Resent: 02-03-2025 09:55 Viewed: 01-31-2025 17:50
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	01-28-2025 15:16
Envelope Updated	Security Checked	01-29-2025 08:10
Envelope Updated	Security Checked	01-29-2025 08:10
Envelope Updated	Security Checked	01-29-2025 08:10
Certified Delivered	Security Checked	02-03-2025 09:54
Signing Complete	Security Checked	02-03-2025 09:55
Completed	Security Checked	02-03-2025 09:55

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Galveston - City Secretary Office (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Galveston - City Secretary Office:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: CitySec@galvestontx.gov

To advise City of Galveston - City Secretary Office of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at citysec@galvestontx.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Galveston - City Secretary Office

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jwilliams@galvestontx.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Galveston - City Secretary Office

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to CitySec@galvestontx.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Galveston - City Secretary Office as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Galveston - City Secretary Office during the course of your relationship with City of Galveston - City Secretary Office.



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***47.**

Grant Award/Agreement

- 1) **Court Date:** 3/3/2025
- 2) **Department:** Adult Probation
- 3) **Grant Agency:** Office of the Governor's Public Safety Office - Criminal Justice
- 4) **Funding Source:** Specialty Court Grant Program - Mental Health
- 5) **Grant Start Date:** 9/1/2025
- 6) **Grant End Date:** 8/31/2026
- 7) **Program Year:** FY 2025/2026
- 8) **Program End Date:** 8/31/2026
- 9) **Renewal Grant:** REVISED APPLICATION FOR RATIFICATION
- 10) **Contract #:** 4703603
- 11) **Description:** Ratification of grant application to add program evaluation contract services - which increased the overall grant application amount.
- 12) **Grant Organization Keys:**
- 13) **Grant Type:**

Expenditure Type

- 14) **Grant Funded** \$299,951.21
- 15) **County Funded** \$0.00
- 16) **Total Project Amount:** \$299,951.21
- 17) **Assigned Department Contact:** Willie Lacy - Adult Probation

County Funding Sources

- 18) **Match Fund:** 100% grant funded
- 19) **Match Division:**

NOTES: The program Judge wanted to add program evaluation to the FY 2026 grant application after the agenda deadline. The application was due on 2.13.2025 and was submitted with the addition of the evaluation services cost. We are asking Commissioner's Court to ratify the increased grant application amount.

Approval History

Seq #	Approver	Action	Action Date
1	Elizabeth Thomas	Approve	2/25/25 10:31 am
2	Willie Lacy	Approve	2/25/25 1:18 pm
3	Sergio Cruz	Approve	2/25/25 2:07 pm
4	Randall Rice	Approve	2/25/25 2:14 pm

Agency Name: Galveston County

Grant/App: 4703603 **Start Date:** 9/1/2025 **End Date:** 8/31/2026

Project Title: Mental Health Specialty Court Enhancement Project

Status: Pending OOG Review

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:

17460009081010

Application Eligibility Certify:

Created on: 1/3/2025 1:46:32 PM By: Mary Pitts

Profile Information

Applicant Agency Name: Galveston County

Project Title: Mental Health Specialty Court Enhancement Project

Division or Unit to Administer the Project: Mental Health Court

Address Line 1: 722 Moody Avenue

Address Line 2: 2nd Floor

City/State/Zip: Galveston Texas 77550-2317

Start Date: 9/1/2025

End Date: 8/31/2026

Regional Council of Governments(COG) within the Project's Impact Area: Houston-Galveston Area Council

Headquarter County: Galveston

Counties within Project's Impact Area: Galveston

Grant Officials:

Authorized Official

Name: Mark Henry

Email: mark.henry@co.galveston.tx.us

Address 1: 722 Moody

Address 1:

City: Galveston, Texas 77550

Phone: 409-766-2244 Other Phone: 409-765-2639

Fax: 409-766-4582

Title: The Honorable

Salutation: Judge

Position: County Judge

Financial Official

Name: Randall Rice

Email: Randall.Rice@galvestoncountytexas.gov

Address 1: 722 Moody Avenue 4th Floor

Address 1:

City: Galveston, Texas 77550

Phone: 409-770-5301 Other Phone: 469-534-5988

Fax: 409-765-3252
Title: Mr.
Salutation: Mr.
Position: County Auditor

Project Director

Name: Mary Pitts
Email: mary.pitts@galvestoncountytexas.gov
Address 1: 722 Moody Ave, 3rd Floor
Address 1:
City: Galveston, Texas 77550
Phone: 409-770-5207 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Grant Administrator

Grant Writer

Name: Willie Lacy
Email: willie.lacy@co.galveston.tx.us
Address 1: 600 59th Street
Address 1: 4th Floor
City: Galveston, Texas 77550
Phone: 409-770-5509 Other Phone:
Fax: 409-765-2699
Title: Mr.
Salutation: Mr.
Position: Drug Court Administrator

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide services through a Community Supervision and Corrections Department (CSCD)
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460009081010
Unique Entity Identifier (UEI): DRP9KU1PVJN4

Narrative Information

Introduction

The purpose of this funding is to support specialty court programs as defined in Chapter 121-126 and Chapter 129-130 of the Texas Government Code.

Program-Specific Questions

Court Name and Number

Court name and number as registered with the Office of Court Administration (OCA).

Mental Health Court 251

Participant Fees

Does this specialty court collect participant fees pursuant to Sec. 123.004 of the Texas Government Code?

☐ Yes

☒ No

If yes, what is the current dollar amount charged to participants?

0

In the last fiscal year, how many participants were charged a fee?

0

Of those participants charged, how many paid the fee?

0

Risk Assessment Tools

List the risk assessment tool(s) and clinical assessment tools(s) that are utilized by this specialty court? Please provide: 1) The name of each assessment tools used; 2) Why the assessment tools were selected for this specific program and the role it plays in this specialty court's case management process; and 3) The position title(s) of the team member(s) responsible for conducting each assessment. If there are any factors limiting the use of additional assessment tools such as the cost associated with an assessment, familiarity with available assessments, etc., please make note of these factors.

We utilize four different assessments: We utilize the Adult Needs and Strengths Assessment (ANSA) no less than twice annually to determine intensity of services (level of care) and guide recovery planning for each participant of the Mental Health Specialty Court Enhancement project. We utilize the PHQ-9 on an ongoing basis to screen, diagnose, monitor and measure the severity of the depression for each participant of the Mental Health Specialty Court Enhancement project. We utilize the Columbia-Suicide Severity Rating Scale (C-SSRS) on an ongoing basis to assess the severity and lethality of suicidal behaviors and ideations, establish suicide risk, and monitor treatment outcomes for each participant of the Mental Health Specialty Court Enhancement project. We utilize Psychosocial Diagnostic Evaluations to make DSM-5-TR Diagnoses that aid in determining Mental Health Specialty Court Enhancement program participant eligibility from a mental health standpoint.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Twelve-Step Programs

Grant funds may not be used to support or directly fund programs such as the Twelve Step Program which courts have ruled are inherently religious. OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials.

Specialty Court Certifications

If the applicant is a specialty court operated under Ch. 121 of the Texas Government Code, the following certifications apply:

1. The specialty court will develop and maintain written policies and procedures for the operation of the program.
2. The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to PSO.

Adoption of Adult Drug Court Best Practice Standards

Applicants operating an adult drug court certify that they are working towards full compliance with and adoption of Vol. I & II of the Adult Drug Court Best Practice Standards.

Adoption of Family Drug Court Best Practice Standards

Applicants operating a family drug court certify that they are working towards full compliance with and adoption of the Family Treatment Court Best Practice Standards.

Veterans Treatment Programs

Applicants providing mental health services to veterans or veterans' families must demonstrate a) prior history of successful execution of a grant from the Office of the Governor; and b) that the entity provides training to agency personnel on military informed care or military cultural competency or requires those personnel to complete military competency training provided by any of the following: the Texas Veterans Commission; the

Texas Health and Human Services Commission; the Military Veteran Peer Network; the Substance Abuse and Mental Health Services Administration within the U.S. Department of Health and Human Services; the U.S. Department of Defense; the U.S. Department of Veterans Affairs; or a nonprofit organization that is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, by being listed as an exempt entity under Section 501 (c) (3) of that code, with experience in providing training or technical assistance to entities that provide mental health services to veterans or veterans' families.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not follow the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90 percent or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex

offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2026 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract:

It is the vision and mission of the Galveston County GCMHC to improve the quality of life for people with serious mental illnesses charged with qualifying crimes, divert these individuals to needed specialized mental health treatment and wrap around services and make more effective use of the community's limited criminal justice and mental health resources. It is our goal to reduce recidivism, improve the safety of our citizens, and reduce the costs associated with incarceration and re-arrest by identifying offenders with serious mental illnesses, addressing the mental health disorders contributing to their criminal offenses, and then returning those offenders to society as productive and successful members of this

community. Our target population is adult male and female persons with a diagnosed serious mental illness. (PTSD and anxiety disorder as a secondary co-occurring disorder may be considered on a case by case basis. The participant may also have a secondary co-occurring substance abuse disorder). In accordance with our Community Plan, Galveston County will work with local treatment agencies to provide recovery services for GCMHC participants as prescribed by the GCMHC team to provide the tools and wrap around services needed to successfully complete this program. The Commissioner's Court of Galveston County has approved representatives from the following agencies and departments to serve on the GCMHC Steering Committee in guiding the development and implementation of the Galveston County GCMHC Program. • Galveston County Commissioners' Court ; • Galveston County Criminal District Courts; • Galveston County Courts at Law; • Galveston County Criminal District Attorney; • Galveston County Community Supervision and Corrections Department; • Galveston County Sheriff's Department; • Galveston County Justice Administration for District and County Courts; • The Gulf Coast Center; • Galveston County ITS Department; • Galveston County Finance Department; • Galveston County Veteran's Service; • Galveston County National Alliance On Mental Health; • Community Representative • Galveston County Criminal Defense Bar The Steering Committee is comprised of executive level personnel from participating agencies who will initially developed the following based on evidenced-based practices as outlined by the NCSC and the TASC: • Policies, Procedures, & Structure of the Program; • Mission statement for the GCMHC Program; • Goals and objectives of the GCMHC Program; • Members of the GCMHC Team; • Target population; • Eligibility and disqualification criteria; • Phases of the GCMHC Program; • Sanctions and incentives; • Protocols for supervision, counseling, and drug testing; and • Evaluation methods. The duties and functions of the Steering Committee are to review, discuss and advise the judge and MHC Team in the following areas: the performance and financial management of GCMHC, how well the GCMHC is operating according to the industry best practices and standards as established by the NCSC and the TASC, program policies and procedures in order to meet our objectives, appointing new members to the GCMHC Team and improvements for the GCMHC based on the results of independent evaluations. The Steering Committee is also to promote the GCMHC Program concept within the community. The Steering Committee meets on at least a quarterly basis. The GCMHC has a designated court room and office space at the Galveston County Justice Center and hears cases on a weekly basis. Guidelines for our program are included in the policies and procedures approved by the GCMHC Steering Committee. Our current case load capacity allows up to 30 participants at any one time in our GCMHC program. Our program partners with various community treatment agencies and with the licensed personnel necessary to help participants through the program by providing psychiatric evaluations, individual psychiatric counseling and treatment, residential & intensive outpatient psychiatric counseling, drug testing, substance abuse evaluation, educational, housing and employment assistance. We expect the average length for a participant to successfully complete the program to be eighteen months for felonies. The GCMHC Team is comprised of representatives from each agency involved with carrying out daily casework tasks specific to the GCMHC. The Team meets on a weekly basis to formulate effective recommendations to assist the GCMHC Judge in making treatment adjustments for individual participants as needed, promoting participants to advanced phases, and deciding upon sanctions when necessary. The GCMHC Team is appointed by the Judge with recommendations from the Steering Committee and, at a minimum, may consist of the following members or their designees: • GCMHC Judge • GCMHC Program Director/Coordinator • GCMHC Prosecutor • GCMHC Defense Counsel • GCCSCD Supervision Officer • Court Clinician • Peer Support Specialist • Any other agency representative involved in the daily casework of GCMHC participants and approved by the Steering Committee or its designee. The GCMHC Team develops guidelines to ensure the Program efficiently utilizes its resources on those participants with the highest need while avoiding

placing participants into the Program who have needs the Court is unable to effectively address. The GCMHC Team, using a non-adversarial staffing process, addresses:

- participants' positive and negative behaviors;
- participants' recovery progress and regress;
- sanctions and rewards;
- participants' mental health needs;
- participants' housing and employment needs;
- participants' graduation dates; and
- any other action deemed important by Team members.

Each member of the GCMHC Team is responsible for providing input according to their professional expertise on all GCMHC participants in order to help create effective decisions regarding participants' performances. The GCMHC is designed as a post-conviction program, prioritizing candidates who exhibit a mental health illness and meet the following requirements:

- Pending felony case(s) including defendants currently on the GCCCS's Mental Health caseload.
- Primary diagnosis of Major Depressive Disorder; Bipolar Disorder or Schizophrenia/Schizoaffective Disorder. (PTSD and anxiety disorder as a secondary co-occurring disorder may be considered on a case by case basis. Defendant may also have a secondary co-occurring substance abuse disorder.)
- Must be Mentally Competent to plead guilty
- Be 17 years of age or older;
- Be eligible for community supervision;
- Display a willingness to enter GCMHC, be committed to long-term treatment; and be open-minded towards counseling for mental health or other related issues;
- Be willing to enter a residential treatment facility, if recommended;
- Be willing to commit to a minimum 14 month program;
- Willing to plead guilty
- Voluntarily enter program
- Willing to undergo a clinical evaluation and risk needs assessment
- Willing to adhere to an individualized Re-Entry Plan
- Willing and able to comply with terms of Community Supervision or PTIP
- Willing and able to participate in frequent Court appearances
- Be referred for participation by a District Court Judge hearing criminal cases;
- Agree to complete a pre-plea orientation for GCMHC to determine readiness for and commitment to the Program;
- Have approvals of the District Attorney for participation in the Program.

GCMHC encompasses four phases. Movement from one phase to the other is not automatic and is determined by GCMHC Team members after review of participants' progress in the Program. Participants in GCMHC are supervised by the GCMHC Team. The GCMHC CSO provides the GCMHC Program Judge accurate information regarding the progress of participants in the Program as well as addresses any public safety issues that arise while participants are in the Program. Pro-active supervision enhances public safety and addresses treatment issues of participants in a timely manner. Time In Phase and Advancement Phase advancement is considered an incentive and is awarded to participants when they have earned such an incentive by meeting specific benchmarks in recovery. Phase advancements are awarded based upon the listed phase advancement criteria outlined in the Program Policies & Procedures. The decision on advancement rests with the GCMHC Team. The GCMHC CSO makes the recommendation for advancement. Though individual requirements will vary, GCMHC participants will meet the following criteria for successful completion of the GCMHC Program and graduation:

- Long term management of medication regimen ? As evidenced by continued adherence to medication regimen during the last six (6) consecutive months of GCMHC Program participation
- Abstinence from illicit drugs and alcohol ? As evidenced by clean, random UA's during the last six (6) consecutive months of GCMHC Program participation
- Successful completion of GCMHC recommended goals ? As evidenced by maintaining stable housing; steady income (benefits/employment); and identified educational, vocational, and socialization needs have been addressed
- No new encounters with the Criminal Justice System ? As evidenced by no new arrests, charges or motions to revoke probation within the last six (6) consecutive months of GCMHC Program participation
- Completed Personal Crisis Directive, Wellness Action Plan and Application for GCMHC Graduation.

Problem Statement:

There is considerable evidence that the Galveston County area's mentally ill population is at increased risk for legal involvement and incarceration and that the county jail has become a primary provider of mental health care. FY 2018 data available through the Texas HHSC data warehouse shows that 30% of the bookings to area county jails that year had previously received state mental health care. At least 34% of our area county jail bookings had a positive Texas Commission on Jail Standards screening for mental health or intellectual disability. Additionally, at least one third of the state-funded psychiatric beds allocated to the Galveston County area had to be utilized for criminal justice related treatment in FY 2019. Most persons arrested with mental health issues do not have health insurance or the personal financial resources to take advantage of the privately-run mental health treatment programs in the southeast Texas region. The GCMHC program is designed to use the authority of the court to enhance motivation for treatment as a cost-effective way to reduce criminal behavior in non-violent offenders with serious mental illnesses. In addition to mental illness and justice problems, the GCMHC program is designed to address co-occurring disorders including substance abuse, PTSD and emotional disorders. The GCMHC also addresses educational and medical needs. The GCMHC program works with local treatment agencies in the Texas Gulf Coast Center provider network to guide offenders through the processes of obtaining assistance in family issues, living accommodations, education, on-going counseling, child care, financial assistance, employment and other community issues that will aid the offender in creating a life beneficial to their selves, their family and the community.

Supporting Data :

Unfortunately, mentally ill offenders who are released from our county jail have considerable barriers to accessing and complying with follow-up community treatment to avoid continued legal involvement. The local statistics indicate a trend for jail releases to have very low adherence to continuity of care with the Local Mental Health Authority (LMHA). Only 29% of our area county jail releases with state mental health histories completed follow up service with the LMHA at release in 2018. The consequences of this non-adherence for the jail releases are concerning. Approximately 11.75% of the county jail releases in 2018 were seen in crisis by the LMHA within a year of their jail release. The average time post jail release to the first crisis episode was 140 days. Consequently, at least 59% of the jail releases that were seen in crisis required psychiatric in-patient admissions. The following are statistics from the Galveston County Jail from January 2024 to December 2024: • Total number of assessments for mental illness or intellectual or developmental disability—2133 o Number of those that are "priority population" (diagnosed with SMI, PTSD or serious functional impairment)—65% A breakdown of those numbers according to felony and misdemeanor charges is as follows: • Number of assessments for felonies only—974 = 46% o Number of those that are "priority population"— 559 = 57% • Number for misdemeanors only—806 = 38 % o Number of those that are "priority population" —614 =76% • Number for felonies with misdemeanors—353 = 17% o Number of those that are "priority population" —206 = 58% For this section below, I am not sure how this number was estimated so I didn't change anything... An estimation of the above number of "priority population" that would be eligible for the GCMHC is as follows: • Felonies only/or with Misdemeanors offenses—97 = 40% • Misdemeanors only offenses—134 = 70%

Project Approach & Activities:

Integration of Services County. The program has established memoranda of agreement with The Gulf Coast Center (our LMHA), treatment providers throughout Galveston County and uses a continuum of services from outpatient to intensive outpatient treatment and residential treatment in order to meet the needs of clients with mental health issues and those with co-occurring substance abuse disorders. The presiding Judge Wayne Mallia is involved in planning for the treatment needs of each participant. Non-Adversarial Approach The GCMHC Team is composed of representatives from each agency involved in the criminal justice process as well as representatives from our treatment providers. The district attorney's office and the defense attorney work together in a non-adversarial way to support evidence-based practices and solutions to the challenges encountered by each individual GCMHC participant. The recommendations from treatment providers and probation are considered by the team in reaching decisions affecting the progress of participants through the program. Prompt Placement The referrals to the program come from probation personnel, prosecutors, defense attorneys, and a potential client may refer themselves. Once the referral is screened for legal eligibility by the District Attorney's office and the home court judge approves the transfer to GCMHC, appointments with the GCMHC Program Director/Coordinator and clinician are arranged to assess suitability and eligibility. Both then submit their recommendations to the GCMHC Judge who determines whether to accept or decline the applicant into the program. This all takes place in a timely and efficient manner. Our goal is to ensure prompt placement of any eligible participant in the program. Access – For GCMHC: The GCMHC Program Director/Coordinator, Clinician and the Probation Officer have relationships with a variety of mental health and alcohol and drug treatment services subcontracted with the Gulf Coast Center to help offset costs to the program. An assessment of needs is completed prior to placement in the GCMHC program. The GCMHC Team reviews each client's treatment needs and determines the best approach to ensure mental and emotional stability and sobriety leading to successful completion of the program. The initial treatment program may comprise a continuum of services from residential treatment to intensive and supportive outpatient mental illness counseling and, possibly substance abuse counseling. The participant will move through the continuum depending on their commitment to the program, pace of mental health recovery, social and emotional stability and sobriety. Abstinence Monitoring Maintaining abstinence is necessary for successful completion of the GCMHC program. Participants meet with their probation officer weekly and submit to daily randomized drug screening. Urinalysis testing is utilized through a variety of testing options including regular onsite urine & oral screening and multiple randomized panel screens verified by an independent lab. Drug patches are utilized and other devices such as SCRAM, remote breath, and ignition interlock are available depending on the individual needs of the participant. Compliance Strategy The GCMHC team meets weekly to assess the progress of each participant and to monitor the compliance with conditions of supervision and treatment recommendations. During these non-adversarial staffings, rewards, incentives, treatment adjustments and sanctions are utilized to assist in recovery, encourage compliance and discourage non-compliance with treatment and supervision goals. Judicial Interaction Judge Wayne Mallia meets weekly with the GCMHC team and interviews each participant reporting for court that week. Judge Mallia interacts with each program participant asking them about life in general, how they are doing and addresses any problems they are encountering with possible solutions. Judge Mallia also encourages them to express and vocalize their progress in the program while motivating their continued compliance with team goals. The Judge is a leader in the GCMHC team and communicates this with the participants. Evaluation The GCMHC Program Director/Coordinator maintains the records and statistics regarding referrals to the program and ongoing program data used to track the demographics of the program and the success of participants. The GCMHC Program Director communicates with the Steering Committee

quarterly with updated program data. The GCMHC Program Director also provides program data to an outside evaluator in order to monitor the effectiveness of the program. The Program Director will schedule a Process Evaluation to be performed after the first year of operation by an independent evaluator with experience in evaluating mental health courts. After 3 years of operation the Program Director will schedule an Outcome Evaluation by an independent evaluator.

Capacity & Capabilities:

Organizational Background. The Galveston County Commissioners' Court recognizing the need to address diverting individuals with mental illnesses out of our county jail appointed Judge Wayne Mallia to plan and implement a mental health court. The Commissioners' Court chose Judge Mallia based on over 30 years' experience as a first assistant criminal district attorney and district court judge and his experience in planning and implementing other specialty courts in Galveston County. Judge Mallia visited judges and mental health court team members in Harris, Montgomery and Fort Bend counties and researched best practices for mental health courts. Judge Mallia has based the GCMHC plan and policies and procedures mainly on Harris County's because Harris County's Mental Health Court has been in operation for approximately ten years. During those ten years, the Harris County Mental Health Court has had an independent evaluator conduct one Process Evaluation and two Outcome Evaluations. After each of those evaluations, the evaluator held joint meetings with the HCMHC Team and its Steering Committee to discuss the results. The HCMHC Team and Steering Committee then took actions to expand on the strengths and address and cure the weaknesses found in the evaluations. Judge Mallia also took certain components of Montgomery County's plan and policies and procedures that fit better with Galveston County being a smaller county. The GCMHC plan and policies and procedures contain the best practices for mental health courts, the nine legally required characteristics set out in the Texas Government Code and the ten essential elements set out by the Bureau of Justice Assistance. The GMHC plan and policies and procedures were devised with the assistance and input of a committee comprised of criminal justice, mental health and community stake holders. The overall years of experience of this committee in criminal justice and mental health was over 300 years. The GCMHC plan and budget was unanimously approved by the committee and then unanimously approved by the Commissioners' Court. Also, as evidenced by a cooperative working agreement, the GCMHC has the full support of the Galveston County Community Supervision and Corrections Department, the GC Personal Bond and Collections Office, the GC County Courts at Law, The GC Criminal District Courts, the GC Criminal Defense Bar, the GC Criminal District Attorney, the GC Justice Administration, The GC Sheriff's Office, The Gulf Coast Center (our LMHA) AND the GC District Clerks Office. The GCMHC plans on starting sometime between the end of February to the beginning of March, 2020. GCMHC Team. Judge Wayne Mallia, Senior District Court Judge, is the presiding Judge over the GCMHC. Judge Mallia presides over the GCMHC proceedings and makes appropriate sanctions and incentives for each participant. He also reviews each participant's compliance/progress with treatment, drug test results, and progress in mental health stability and, if necessary, towards abstinence of drug and/or alcohol use. Judge Mallia develops a strong rapport with participants through frequent interactions during court appearances. The Judge will determine the program outcome of graduation or unsuccessful discharge from the program for each participant. Judge Mallia attended the Correctional Management Institute's Annual Mental Health Conference in 2019 and 2022 and Texas Judicial Commission on Mental Health Summit in 2019, 2020, 2021, 2022 ,2023, 2024. He attended the TASC Conferences in 2021, 2022, and 2023. He attended th RISE Conference in 2023. He has attended a 4-hour seminar on How Being Trauma Informed Improves Criminal Justice Response. Finally, Judge Mallia has attended the following webinars: Criminal Practice in Mental Health Specialty Court (1 hour), Texas Specialty Courts by NADCP (5 hours), 2020 Texas Tech Mental Health Law Symposium (4.5

hours), The Future of Treatment Courts (1.25 hours), What You Need To Know About Competency Restoration (1 hour), Law & Process of JBCR (1 hour), Options for People Deemed Unrestorable (1 hour), Dynamic & Effect of Victims of Child Abuse & Neglect (1 hour), Understanding Protective Order in Texas (1 hour), Firearm and Family Violence (1 hour), Neurobiology of Trauma (1 hour). Our GCMHC Program Director/Coordinator is Ms. Charlotte M Jones who will oversee the GCMC budget and resources for the program. She also manages contracts, weekly GCMHC dockets, prepares semi-annual and annual statistical data to CJD of the Governor's Office, maintains the policy and procedure and updates them as necessary with the approval of the Judge and Team and reviewed by the GCMHC Steering Committee, coordinates graduation ceremonies, collects, maintains, and organizes program records. Ms. Jones meets with the GCMHC Steering Committee quarterly to give updates on budget funding and program statistics. She also actively participates in court staffing and assures consistency of incentives and sanctions for each participant. Ms. Jones training includes: specialized substance abuse caseload training, TRAS certification, and she has attended the TASC Conference in 2021- 2024, the Mental Health Conference from 2015-2024, and the Judicial Summit on Mental Health in 2021-2024. Casey Kirst, Assistant Criminal District Attorney. Ms. Kirst reviews all potential participants for eligibility and actively participates in weekly staffing's. She will monitor the participants' progress and makes recommendations regarding sanctions. If a participant is re-arrested Ms. Kirst will review/investigate the new case and determine if the defendant will be able to continue participating in the program. Ms. Kirst training includes MH1: Mental Health Part one 2024/2025. Katy -Marie Lyles serves as the defense counsel for participants in the program. Ms. Lyles informs the GCMHC participants about the rigors of GCMHC, preserves all constitutional/legal rights of the client, advocates for fair and equal treatment of each client, participates in team meetings as a member to reach consensus on addressing client behavior; attends non-adversarial court proceedings, maintains attorney client privilege of confidentiality, and represents the clients' stated objective as a zealous advocate. She has attended the TASC Conference in 2022, and 2023. Ms. Lyles has also attended the Texas Judicial Commission on Mental Health Summit in 2022 ,2023 and 2024. Kelly Warner, GCMHC Community Supervision Officer. Her duties include: conducting the initial TRAS assessment and reassessments on an annual basis, coordinating/providing case management, case planning, making necessary referrals to meet participants' treatment plan, administering random drug tests on participants', and making monthly field visits. Ms. Warner's duties differ from a standard probation officer working at CSCD because she is responsible for supervising high risk/needs participants in the program on an intensive level of supervision for a period of 18 months who were evaluated with a severe mental health disorder. Participants report on a weekly basis in phase I, bi-weekly basis in phase II, & monthly basis in phase III. She also communicates weekly with treatment providers pertaining to participants' progress in treatment, prepares weekly staffing reports, and makes recommendations regarding sanctions and incentives. Ms. Warner attended the Correctional Management Institute's Annual Mental Health Conference in 2019, 2020, 2021, 2022, 2023, 2024 and Texas Judicial Commission on Mental Health Summit in 2020, 2021, 2022 and 2023. She also attended the TASC Conferences in 2021, 2022,2023, 2024 as well as, the Texas Association of Pretrial Services in 2022 and 2023. Christy Dobbs Perez, LCSW-S is the Program Manager for Forensic Services for Galveston County from Gulf Coast Center and also serves as the GCMHC Clinician. Ms. Dobbs Perez determines whether referred individuals are eligible to participate in GCMHC by conducting a comprehensive bio-psycho-social diagnostic assessment. She develops, implements, monitors and adjusts participant treatment plans and assesses and addresses the on-going psychosocial needs of the participants. Ms. Dobbs Perez maintains contact with the participants treatment providers and provides clinical recommendations to the team through the participant's enrollment in GCMHC. Ms. Dobbs Perez is a Licensed Clinical Social Worker with 12 years of experience in forensic mental health. Ms. Dobbs Perez's trainings include participation in the

TASC Conference 2020-2022 and CMIT Mental Health Conference 2020-2022. Tiffany Ford LPC, NCP, QMHP-CS is the clinician for the Galveston County Mental Health Court. Ms. Ford determines whether referred individuals are eligible for participation in the GCMHC by conducting a comprehensive bio-psychosocial diagnostic assessment. She develops, implements, monitors and adjusts participant treatment plans and assesses and addresses the on-going psychosocial needs of the participants. Ms. Ford maintains contact with the participants Ms. Ford is a Licensed Professional Counselor with 4 1/2 years' experience with Mental Health. She has been a Mental Health Therapist with Life Balance Therapy, Brightside Health, HOPE Therapeutic Alliance and San Antonio Behavioral Health Hospital. Ms. Ford will attend the Mental Health Conference in 2024. The Mental Health team will be attending the TASC Conference in March 2025.

Performance Management:

The goals of the GCMHC Program are to improve public safety, decrease the recidivism rate of participants in the Galveston County MH Court, increase access to and continued utilization of community resources (especially mental health treatment) for Galveston County MH Court participants. The Galveston County GCMHC Program uses the authority of the Court to enhance motivation for treatment as a cost-effective way to inspire individuals with serious mental illnesses charged with crimes to consistently take their medication and regularly attend appropriate levels of treatment to stabilize their mental illness, reduce chances of re-arrests and improve their quality of life. In addition to addressing mental health issues, the GCMHC is designed to address co-occurring disorders including substance abuse and PTSD. Additionally, the GCMHC will be able to address emotional and educational disabilities along with medical or neurological impairments. GCMHC also works with local agencies to guide offenders through the process of obtaining assistance in family issues, living accommodations, education, on-going counseling, child care, financial assistance, employment and other community issues that will aid offenders in creating a life beneficial to participants, their families, and the community. Objective 1: Reduce the recidivism rate of GCMHC participants. A multisite study reported in the Archives of General Psychology 2011; 68(2):167-172 showed a significant decline in recidivism among almost all of the mental health courts in the study. The study found that 49% of MHC participants were arrested within 18 months compared to the control group with 58% arrested within 18 months. The study concluded: "Mental health courts meet the public safety objectives of lowering post treatment arrest rates and days of incarceration. Both clinical and criminal justice factors are associated with better public safety outcomes for MHC participants." Arch Gen Psychiatry. 2011; 68(2):167-172. Published online October 4, 2010.

doi:10.1001/archgenpsychiatry.2010.134 A summary of the Process & Outcome Evaluation of the Harris County Felony Mental Health Court (FMHC) conducted by Clete Snell, Ph.D., Professor, Department of Criminal Justice, University of Houston Downtown, is as follows: Comparisons in new criminal charges were made between: 1) FMHC participants and those who were denied or refused to participate; 2) FMHC graduates and those who were denied or refused to participate; and 3) FMHC graduates and discharged clients. Comparisons in new criminal charges were also made at 12, 18, and 24-month intervals. The results indicate that FMHC participants and graduates had significantly fewer new arrests.

Moreover, success in the FMHC was a stronger predictor of desistance from criminal behavior than prior criminal history. • FMHC participants had significantly fewer new charges at 12-month, 18-month, and 24th month intervals. • FMHC participants had on average significantly fewer new charges after referral (1.32) than those who declined to participate (2.43). • In a recent multi-site study of mental health courts on arrests, 49% of mental health court participants were rearrested 18 months after participating in the court (Steadman et al., 2011). By comparison, 32% of Harris County Felony Mental Health Court

participants were rearrested 18 months after participation. • Only 7 or 14% of FMHC graduates have been charged with a new offense. • In a multivariate analysis, FMHC graduates were significantly less likely to commit new offenses regardless of age, gender, race, or the extent of their criminal history. The measure of Objective 1 will be to record any new offenses committed by GCMHC participants during their participation in GCMHC and at post-graduate intervals of one year, eighteen months and two years. These re-arrest rates will be compared to those individuals who were either excluded from participation or chose not to participate in GCMHC at the same intervals. This is the same measure as the multisite study and Harris County FMHC evaluation mentioned above. Objective 2: Our second objective is to improve the quality of life of all GCMHC participants. Part of the Harris County FMHC's evaluation is to measure the quality of life of its participants. The California Quality of Life (CA-QOL) scale was administered to Felony Mental Health Court participants at the time of entrance in the program and at graduation. The scale includes the following categories: 1) living situation; 2) daily activities and functioning; 3) family; 4) social relations; 5) finances; 6) legal and safety; 7) health; and 8) an overall global rating. Scale items ranged from 1-7 and included terrible, unhappy, mostly dissatisfied, mixed, mostly satisfied, pleased, and delighted. This scale allowed for the calculation of pre-test and post-test scores.

Target Group:

The GCMHC is aimed at adult male and female offenders 17 years and older who have: • Pending felony or misdemeanor case(s) including defendants currently on the GCCCSD's Mental Health caseload. • Primary diagnosis of Major Depressive Disorder; Bipolar Disorder or schizophrenia/Schizoaffective Disorder. (PTSD and anxiety disorder as a secondary co-occurring disorder may be considered on a case by case basis. Defendant may also have a secondary co-occurring substance abuse disorder.) Our program specially focuses on high risk/high need individuals who are likely to reoffend due to their mental illnesses and are on the verge of being sentenced to TDCJ. The figures in our "Supporting Data" above support Galveston County's need for a mental health court. In addition, the most cost-effective and socially-effective approach for the GCMHC is to focus our efforts on reducing mentally ill offenders who are repeat offenders and are most costly – both financially and victim-wise – to our community.

Evidence-Based Practices:

In 2014, the NCSC conducted a review of states' efforts to create governing rules for all problem-solving courts, including mental health courts. Based on that review, the GCMHC will be designed and implemented accordingly: Team Composition: Each team member should understand their role and responsibility to the court and to the clients they serve. Learning these roles and responsibilities, and keeping abreast of the latest evidence for administering specialty courts requires on-board training and yearly continuing education training as well. Each GCMHC member will be required to complete the Developing a Mental Health Court curriculum training as provided by the Justice Center of the Council of State Governments, offered free online: <http://learning.csgjusticecenter.org/>. In addition, all team members will attend the annual TASC conference for continuing education training in MHC best practices. Target Population: As a team, MHC members need to understand the current state of research of who benefits from mental health courts, and be unified in the selection of a local target population that best fits the best practice criteria. Traditionally, new upstart specialty courts have tended to target less risky misdemeanor defendants whose service needs are relatively minor. This approach largely stems from a philosophical approach that considers which defendants most "deserve" some form of jail diversion. While

defendants with minor offenses are assumed will improve a court's success rate and are politically less risky, focusing on such clients is an inefficient use of state resources and an ineffective use of the specialty court model which is designed to target persons who are at the highest risk for reoffending and who have the most severe and unmet mental healthcare needs. In fact, intensive supervision for low-risk individuals has been shown to actually increase recidivism. MHCs that target high risk/high need defendants reduce crime approximately twice as much as those serving less serious offenders (Cissner et al., 2013; Fielding et al., 2002; Lowenkamp et al., 2005) and "return approximately 50% greater cost savings to their communities" (Bhati et al., 2008; Carey et al., 2008, 2012; Downey & Roman, 2010). In addition to seeking defendants who are highest risk/highest need, MHCs need to also consider their community's local treatment capabilities and capacity. It is in the overlap of these two considerations that an MHC should define its target population. The GCMHC will use these considerations to develop its target population and eligibility and exclusion criteria. The GCMHC will also review these criteria biannually to assess whether the eligibility and exclusion criteria are resulting in a successful reach of the target population.

Policies and Procedures: For establishing policies and procedures, MHCs should rely on three main criteria. Those are: 1) protection of the legal rights of the clients; 2) establishing a referral process for mental healthcare and substance abuse services; and 3) establishing criteria for determining an individual's length of participation in the program. The GCMHC includes key components recommended by the National Center for State Courts (NCSC) and the Council of State Governments. The NCSC components have been studied and researched. Effective MHC programs include a selection process that includes the evidenced based use of an assessment of the criminogenic risk of defendants as well as a clinical assessment of their mental health treatment needs. In addition, the GCMHC has a very attentive jurist who provides meaningful judicial interaction. Other components include intensive monitoring and supervision by the supervision officer, graduated sanctions and incentives, outpatient and residential mental health treatment, and when appropriate, various rehabilitation services related to the defendant's substance abuse.

Case Planning: The foundation of an individual's participation in an MHC is an individualized case plan based off of a validated mental health assessment tool administered by a qualified mental healthcare professional. Potential GHMHC clients will be assessed by a dedicated court clinician using the XXXX tool. People with serious mental illnesses, particularly those who become involved in the criminal justice system, have extensive and complicated needs. Typically, they have co-occurring substance abuse disorders and complicating medical conditions. They are more likely than the general population to be homeless and may lack resources to pay for treatment and other basic needs. These needs include:

- Psychiatric hospitalization
- Inpatient mental health treatment (crisis stabilization)
- Outpatient mental health treatment
- Substance abuse treatment
- Medication and symptoms management
- Housing (including supported housing)
- Benefits (e.g., Medicaid, SSI, SSDI, veterans)
- Transportation
- Employment and job-finding assistance

Case plans are essential to ensure treatment fidelity. The case manager, mental healthcare professionals and family supports should be involved in formulating the treatment plan, along with the participant and her or his sponsor if in a recovery program. Case plans should have buy-in from all these stakeholders, formulated with five basic steps (Bureau of Justice Assistance, 2005) :

1. Identifying the clinical diagnosis: clinicians must identify the most significant problems interfering with the defendant's functioning. Having a smaller, more manageable number of problems keeps the treatment plan focused.
2. Defining the problem: the way in which the clinical diagnosis is manifested in the defendant's behavior should be clearly articulated.
3. Setting Goals: broad, long-term goals should describe how the mental health condition will be managed and how the problem behaviors will be resolved.
4. Specifying Objectives: specific and measurable steps for attaining each treatment goal should be listed, along with expected dates of completion. When appropriate, this section may also be used to discuss signs of relapse and to provide the defendant with specific strategies for avoiding common

triggers. 5. Identifying Interventions: specific interventions will vary according to each defendant's needs and the clinician's expertise, but will generally include a combination of cognitive, psychodynamic, behavioral, pharmacological, and family-oriented therapies; medical care; assistance with housing, employment, or education; peer-based supports; and concrete supports such as transportation and child-care. The people responsible for providing the various interventions should be clearly identified. Facilitating Success: The success of MHC participants relies upon the courts use of evidence-based practices for monitoring and interacting with program participants, including the use of incentives and sanctions, to increase their likelihood of meeting program requirements and progressing toward recovery. The Council of State Governments has identified 7 essential elements of MHC design and implementation shown to enhance participant motivation, adherence and compliance with their treatment plans. One key principle underlies the 7 essential elements: collaboration among the criminal justice, mental health, substance abuse treatment, and related systems. True cross-system collaboration is necessary to realize any of these elements and, for that matter, to successfully operate a mental health court. 1. Timely participant identification and linkage to services. Participants who are promptly identified, referred, and accepted into MHCs, and then quickly linked to community-based services fair much better than persons who experienced timely delays at each step of the process. 2. Clearly Identified Terms of Participation. Terms of participation should be clear, promote public safety, facilitate the individual's engagement in treatment, be individualized to correspond to the level of risk that the defendant presents to the community, and provide for positive resolution of their legal problems for participants who successfully complete the program. 3. Informed Choice and Consent. Defendants should fully understand the program requirements before agreeing to participate in an MHC. They should be provided legal counsel to inform this decision and subsequent decisions about program involvement. Clearly articulated procedures should address, in a timely fashion, concerns about a defendant's competency whenever they arise. 4. Evidence-based Treatment Services. MHCs should connect participants to comprehensive and individualized treatment supports and services in the community. They should strive to use—and increase the availability of—treatment and services that are evidence-based. 5. Confidentiality. Health and legal information should be shared in a way that protects potential participants' confidentiality rights as mental health consumers and their constitutional rights as defendants. Information gathered as part of the participants' court-ordered treatment program or services should be safeguarded in the event that participants are returned to traditional court processing. 6. Collaborative Monitoring. Both criminal justice and mental healthcare staff should collaboratively monitor participants adherence to court stipulations and the treatment plan, offer individualized and graduated incentives and sanctions, and modify treatment as necessary to promote public safety and the participant's recovery. 7. Program Evaluation (Sustainability). Data should be collected and analyzed to demonstrate the impact of the MHC, and its performance should be assessed annually or biannually. Court procedures and participation criteria should be modified accordingly as needed after each review, to ensure fidelity to the court's stated goals, target population, community treatment capabilities and capacity, and the most recent evidence.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Specialty Court - Mental Health	100.00	The project will fund two positions within the Galveston County Mental Health Court program. One Case Manager who assesses and identifies the nature and degree of GCMHC participant service needs, develops, implements and monitors the efficacy of the Court Re-Entry & Treatment Plan, and links participants with appropriate rehabilitative services, including mental health and substance abuse treatment, housing, food, transportation and other community resources. In addition, the Case Manager monitors participant's compliance with the treatment plan by maintaining contact with treatment providers and providing peer counseling and affirmation to assist participants with non-compliance. In addition, the Case Manager serves as a liaison with the GCMHC participant, community service providers, and Court Team. One Galveston County Mental Health Court Clinician who will be responsible for conducting initial mental health assessments for potential program candidates as well as serving on the GCMHC Treatment Advisory Committee to determine appropriate individualized treatment and court actions for each participant. The GCMHC Clinician will administer the treatment recommendations of the Treatment Advisory Committee and monitor progress of each participant.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
--------------------------	---------------------	---------------------------------

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of carry-over individuals participating.	20

Number of individuals NEWLY participating.	8
---	---

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of individuals who will successfully complete the program.	10

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
------------------------------	---------------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
-------------------------------	---------------------

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☒ Yes
☐ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Grant funds will be utilized for contractual services for clients. Invoices will be reviewed and audited by the Mental Health Court Manager and the County Auditor's Office.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
- ☒ No
- ☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2025

Enter the End Date [mm/dd/yyyy]:

9/30/2026

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

15229043

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

15229043

Single Audit

Applicants who expend less than \$1,000,000 in federal grant funding or less than \$1,000,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$1,000,000 or more, or state grant funding of \$1,000,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- ☒ Yes
- ☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

9/30/2024

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- ☐ Yes
- ☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
- ☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes
- ☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- ☐ Yes
- ☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	CLINICIAN: Tiffany Ford - Start Date: 01/18/2024 - The Galveston County Mental Health Court (GCMHC) Clinician conducts initial mental health assessments for potential program candidates and serves on the GCMHC Treatment Advisory Committee to determine appropriate individualized treatment and court actions for each participant. The GCMHC Clinician also administers treatment recommended by the Treatment Advisory Committee and monitors progress of each participant. The FY 2026 salary for the GCMHC Clinician position is estimated at \$85,217 plus fringe benefits that include \$9,826 for health insurance, \$1,236 for Medicare/FICA, \$10,116 for TCDRS Retirement, \$6,687 for SS Ault Plan, \$1,236 for Workman's Comp,	\$114,411.00	\$0.00	\$114,411.00	100

		and \$94 for Unemployment for a total of \$114,411.				
Personnel	Case Manager	<p>CASE MANAGER: Khiyandra McCallam</p> <p>- Start Date: 08/29/2024 - The Galveston County Mental Health Court (GCMHC) Case Manager assesses and identifies the nature and degree of GCMHC participant service needs, develops, implements and monitors the efficacy of the Court Re-Entry & Treatment Plan, and links participants with appropriate rehabilitative services, including mental health and substance abuse treatment, housing, food, transportation and other community resources. In addition, the Case Manager monitors participant's compliance with the treatment plan by maintaining contact with treatment providers and providing peer counseling and affirmation to assist participants with non-compliance. In addition, the Case Manager serves as a liaison with the</p>	\$74,221.00	\$0.00	\$74,221.00	100

		GCMHC participant, community service providers, and Court Team. The salary for the GCMHC Case Manager is estimated at \$52,078 plus fringe benefits including \$9,826 for health insurance, \$755 for Medicare/FICA, \$6,182 for TCDRS Retirement, \$4,087 for SS Ault Plan, \$1,236 for Workman's Comp and \$58 for Unemployment for a total of \$72,221.				
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Bay Area Recovery Center: provides the program with substance abuse assessments (\$54 per participant x 5 participant = \$270.00); intensive outpatient group counseling (16 counseling sessions per week for a period of 8 weeks at a rate of \$16 per hour x 5 participants = \$10,240.00); individual counseling (2 sessions per month at a rate of \$41.00 per hour x 2 months x 5 participants = \$820.00); and residential treatment (\$90 per day x 60 days x 5 participants = \$27,000.00). Bay	\$38,330.00	\$0.00	\$38,330.00	0

		Area Recovery Center treats dual-diagnosis clients. In the past we have needed funding for defendants when the contracted waiting list with the Gulf Coast Center was extremely long. It is sometimes necessary to provide these services when a participant is in crisis and requires immediate residential treatment.				
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	ADA House services include: provides the program with substance abuse assessments (\$54 per participant) x 2 participants = \$108.00; intensive outpatient group counseling (16 counseling sessions per week for a period of 8 weeks at a rate of \$16 per hour) x2 participants= \$4096.00; individual counseling (2 sessions per month at a rate of \$41.00 per hour) x 2 participants = \$328.00; (\$108.65 per day in-patient treatment for 60 days) x2 participants= \$13,038.00. Total per 2 participants \$17,570.00	\$17,570.00	\$0.00	\$17,570.00	0
Contractual and	Drug Analysis or Employee	CONTRACT - SMARTOX -	\$8,856.00	\$0.00	\$8,856.00	0

Professional Services	Drug Testing Services	Smartox: provides the program with 14 panel instant urine cups EtG / alcohol tests. 14 panel instant urine testing cups cost \$4.10 per test and the program will utilize 180 per month. Total annual cost for 14 panel instant urine cups EtG / alcohol tests is \$8,856. Total annual cost exceeds budgeted amount. Cost difference will be covered with program CCP funds approved by the DC Steering Committee.				
Contractual and Professional Services	Drug Analysis or Employee Drug Testing Services	CONTRACT - CORDANT FORENSIC SOLUTION SERVICES - Lab confirmations cost \$17.00 per test. Program will submit 5 tests per month (cost = \$17 x 5 tests = \$85). Etg confirmations cost \$11.00 per test. Program will submit 5 tests per month (cost = \$11 x 5 tests = \$55) Total monthly cost = \$85+ \$55 = \$140. Total annual cost = \$140 x 12 months = \$1680. 00	\$1,680.00	\$0.00	\$1,680.00	0
Contractual and Professional Services	Medically Assisted Treatment	CONTRACT - MEDICALLY ASSISTED TREATMENT - Gulf	\$7,920.00	\$0.00	\$7,920.00	0

		Coast Center - Psychiatric medications for treatment of severe and persistent mental illness for 10 Mental Health Court defendants who do not have third party coverage to purchase therapy medicine. Estimated monthly medication costs per defendant is \$66. Total annual cost = \$66 x 10 defendants x 12 months = \$7,920.				
Contractual and Professional Services	Program Evaluations	Independent Program Evaluation - The Program Director will schedule a process evaluation to be performed by an independent evaluator with experience in evaluating mental health courts.	\$12,000.00	\$0.00	\$12,000.00	0
Contractual and Professional Services	Vehicle Transportation-Related Services	Transportation services from Greyhound Transport Company will only be utilized when treatment facilities are located out of county. These transportation services are only utilized for verified participants of the SC program. Please note - the county is directly paying Greyhound Transport Company. No funds are going to the participant. The	\$800.00	\$0.00	\$800.00	0

		average bus ticket cost \$40.00 one way. Estimated trips per year 20. Total cost 20 X \$40.00 = \$800.00				
Travel and Training	In-State Registration Fees, Training, and/or Travel	In-State Registration Fees, Training, and/or Travel – The following four Galveston County employees will attend the annual TASC conference March 2026 in Corpus Christi, TX: Case manager (Khiyandra McCallam), Clinician (Tiffany Ford), District Attorney (Casey Kirst), and Bailiff (Lorenzo Nallie). The conference focuses on best practice standards for Specialty Court programs to be effective for participants through substance abuse, mental health treatment, and drug and alcohol testing. Training provided delineates each Drug Court team member's role and emphasizes the importance of continuing education. Registration fee for TASC is \$350 per attendee (cost = \$350 x 4 attendees = \$1,400). Meal allowance is \$68 per	\$5,142.64	\$0.00	\$5,142.64	0

		<p>day per attendee (cost = \$68 x 4 attendees x 4 days = \$1,088). Mileage allowance is \$0.67 per mile (cost = \$0.67 x 498 miles round trip x 4 attendees = \$1,334.64). Lodging allowance is \$110 per night (cost = \$110 x 3 nights x 4 attendees = \$1,320). Total cost = \$1,400 + \$1,088 + \$1,334.64 + \$1,320 = \$ 5,142.64.</p>				
Travel and Training	In-State Registration Fees, Training, and/or Travel	<p>In-State Registration Fees, Training, and/or Travel - Case manager and Clinician will attend the 11th Annual Mental Health Conference December 2025 in Corpus Christi, TX. Registration fee for the 11th Annual Mental Health Conference is \$300 per attendee (cost = \$300 x 2 attendees = \$600). Meal allowance is \$68 per day per attendee (cost = \$68 x 2 attendees x 5 days = \$680). Mileage allowance is \$0.67 per mile (cost = \$0.67 x 498 miles round trip x 2 attendees = \$667.32). Lodging allowance is \$110 per night (cost = \$110 x 4 nights x 2</p>	\$2,827.32	\$0.00	\$2,827.32	0

		attendees = \$880). Total cost = \$600 + \$680 + \$667.32 + \$880 = \$2,827.32.				
Travel and Training	In-State Registration Fees, Training, and/or Travel	Clinician and Case manager will attend the 2026 TAPS ANNUAL CONFERENCE AND TRAINING INSTITUTE MARGARITAVILLE LAKE RESORT LAKE CONROE MAY 2026 Specialty Court officers would benefit from this training due to the emphasis on serving people with Behavioral needs in the Criminal Justice System. The conference also trains on Mental Health Assessments and recommendations. Registration \$350.00 x 2 = \$700.00 Room 139.00 per night 3 nights = \$417.00 x 2 = \$834.00 Meals \$68.00 x 4 days = \$272.00 x 2 = \$544.00 Mileage 206 x .67 = 138.02 x 2 = \$276.04 Total \$700.00 + \$834.00 + \$544.00 + 276.04 = \$2354.04	\$2,354.04	\$0.00	\$2,354.04	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Case manager will attend the annual Women in Criminal Justice Conference in Corpus Christi, TX March 2026. The	\$1,418.66	\$0.00	\$1,418.66	0

		<p>Women in Criminal Justice focusses on empowering women in the criminal justice field while also focusing on topics such as overcoming obstacles, managing boundaries, and mental health in the community.</p> <p>Registration \$305.00. Meals \$68.00 per day x 5 days=\$340.00 Mileage .67 x 498 miles (round trip)=\$333.66 Hotel \$110.00 x 4 nights=\$440.00 Total cost \$305.00 + \$340.00 + \$333.66 + \$440.00 = \$1418.66</p>				
Travel and Training	In-State Incidentals and/or Mileage	<p>In-State Incidentals and/or Mileage - Case Manager and Clinician will conduct monthly field visits for all participants in the program. Case manager and Clinician will each travel separately, approximately 100 miles per month per year. Mileage allowance is \$0.70 per mile (cost = \$0.70 x 100 miles x 12 months x 2 travelers = \$1,680).</p>	\$1,680.00	\$0.00	\$1,680.00	0
Equipment	Breathalyzer	<p>BACtrach S80 Breathalyzer/ Professional-Grade Accuracy/ DOT & NHTSA Approved</p>	\$497.91	\$0.00	\$497.91	2

		/FDA 510(k) Cleared/Portable Breath Alcohol Tester for Personal & Professional Use. Cost \$129.99 per unit. Quantity needed is 2. Total cost = \$129.99 + tax \$10.72 x2 qty = \$281.42. . BACtrack Professional Breathalyzer Mouthpieces 500 Count. Cost \$199.99 + tax 16.50 = \$216.49. . Total cost for breathalyzer and mouthpieces = \$497.91.. Breathalyzers and mouthpieces will be utilized in the Mental Health Specialty Court program in lieu of contracting out breathalyzer services to enable the ability of acquiring immediate results that include objective measurements of blood alcohol content (BAC) from participants suspected of alcohol usage.				
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Cellular, Fax, Pager, and/or Office Telephone - Case Manager and Clinician use mobile phone service to communicate with program participants via phone calls and text messaging.	\$600.00	\$0.00	\$600.00	0

		Phone service costs \$25 per month per line. Total annual cost = \$25 x 2 service lines x 12 months = \$600.				
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office Supplies (e.g., paper, postage, calculator) - Printer paper, highlighters, hand sanitizer, pens, dry-erase board, clipboard, scissors, high-capacity stapler, mesh organizers, tape dispenser, planner, hole punch, and post-its. Grand Total Cost = \$4500.00.	\$4,500.00	\$0.00	\$4,500.00	0
Supplies and Direct Operating Expenses	Training Stipends	Team members of the Mental Health Specialty Court will attend program-specific training and continuing interdisciplinary education courses to promote best practices and fulfill requirements set forth by the OOG and the Specialty Courts Resource Center (SCRC) operated by Sam Houston State University. . . The following Best Practices are required: . . All new hires to the treatment court complete a formal training or orientation . All members of the treatment court team are provided with	\$5,142.64	\$0.00	\$5,142.64	0

		<p>training in the treatment court model . All members of the treatment court team receive ongoing cultural competency training . All members of the treatment court team receive education in substance use disorders . All members of the treatment court team receive education in mental health disorders . . Training stipends will be utilized for the following four contracted Team Members of the Mental Health Specialty Court (contract with the Gulf Coast Center) to attend required training and adhere to required best practices: Peer team Leader - Jack Easterday, Defense Attorney - Katy Marie Lyles, Clinician - Christi Dobbs-Perez, and Case Manager – Carmen Franklin. These team members will attend the annual TASC conference March , 2026 in Corpus Christi, TX. The conference focuses on best practice standards for</p>				
--	--	--	--	--	--	--

		<p>Specialty Court programs to be effective for participants through substance abuse, mental health treatment, and drug and alcohol testing. Training provided delineates each Drug Court team member's role and emphasizes the importance of continuing education. Registration fee for TASC is \$350 per attendee (cost = \$350 x 4 attendees = \$1,400). Meal allowance is \$68 per day per attendee (cost = \$68 x 4 attendees x 4 days = \$1,088). Mileage allowance is \$0.67 per mile (cost = \$0.67 x 498 miles round trip x 4 attendees = \$1,334.64). Lodging allowance is \$110 per night (cost = \$110 x 3 nights x 4 attendees = \$1,320). Total cost = \$1,400 + \$1,088 + \$1,334.64 + \$1,320 = \$ 5,142.64.</p>				
--	--	--	--	--	--	--

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information**Budget Summary Information by Budget Category:**

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$87,156.00	\$0.00	\$0.00	\$0.00	\$87,156.00
Equipment	\$497.91	\$0.00	\$0.00	\$0.00	\$497.91
Personnel	\$188,632.00	\$0.00	\$0.00	\$0.00	\$188,632.00
Supplies and Direct Operating Expenses	\$10,242.64	\$0.00	\$0.00	\$0.00	\$10,242.64
Travel and Training	\$13,422.66	\$0.00	\$0.00	\$0.00	\$13,422.66

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$299,951.21	\$0.00	\$0.00	\$0.00	\$299,951.21

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
---	---------------------	-----------------	-------------------	-----------------------------



MEMORANDUM

To: Galveston County Commissioners' Court
From: Betsy Thomas, Grants Administration Manager
Court Date: February 3, 2025
RE: Mental Health Court
FY 2026 Specialty Court – Mental Health Grant Application

BACKGROUND

Galveston County initiated the Mental Health Court in January of 2021, which was later enhanced utilizing funding from the Specialty Court Grant Program from the Office of the Governor's Public Safety Office – Criminal Justice Division. The mission of the Galveston County Mental Health Court is to improve the quality of life for people with mental illness charged with crimes and make more effective use of the community's limited criminal justice and mental health resources.

SUMMARY

After the FY 2026 Mental Health Court grant application was placed on the Commissioners Court agenda for review and approval to submit, the program Judge determined a program evaluation would be needed in 2026. This additional contract cost changed the overall grant request amount, which necessitates ratification of the Court.

Attached is the amended FY 2026 Specialty Courts Grant Application for the Galveston County Mental Health Court Program. The grant covers the salary for personnel, travel/training as well as equipment /supplies and contract services for clients and the addition of the program evaluation.

FINANCIAL SUMMARY

	ORIGINAL APP	AMENDED APP
County Contribution	\$0.00	\$0.00
Grant Application	<u>\$261,689.62</u>	<u>\$299,951.21</u>
Total Program Cost	\$261,689.62	\$299,951.21

RECOMMENDATIONS

Professional Services requests the Court to consider ratification of submission of the amended FY 2026 Specialty Court – Mental Health Court grant application.

THE COUNTY OF GALVESTON



PROFESSIONAL SERVICES

DOCUMENTS FOR WET SIGNATURE

☐ None



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***48.**

Grant Award/Agreement

- 1) **Court Date:** 3/3/2025
- 2) **Department:** Professional Services
- 3) **Grant Agency:** FEMA
- 4) **Funding Source:** Disaster Public Assistance
- 5) **Grant Start Date:** 1/20/2021
- 6) **Grant End Date:** 5/11/2023
- 7) **Program Year:** FY 2020 - FY 2023
- 8) **Program End Date:** 5/11/2023
- 9) **Renewal Grant:** DISASTER COST RECOVERY
- 10) **Contract #:** DR-4485-1039
- 11) **Description:** Disaster Reimbursement for personnel, contract costs and supplies for the COVID Vaccination Hub at Walter Hall Park
- 12) **Grant Organization Keys:**
- 13) **Grant Type:**

Expenditure Type

- 14) **Grant Funded** \$1,336,402.83
- 15) **County Funded** \$0.00
- 16) **Total Project Amount:** \$1,336,402.83
- 17) **Assigned Department Contact:**

County Funding Sources

- 18) **Match Fund:** - FEMA Category B is paid at 100%
- 19) **Match Division:**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Elizabeth Thomas	Approve	2/12/25 12:13 pm
2	Brad Burness	Approve	2/12/25 5:41 pm
3	Sergio Cruz	Escalated	2/15/25 5:19 pm
4	Diana Huallpa	Approve	2/17/25 10:57 am
5	Randall Rice	Approve	2/19/25 2:29 pm



MEMORANDUM

To: Galveston County Commissioners' Court
From: Betsy Thomas, Grants Administration Manager
Court Date: March 3, 2025
RE: DR-4485 – COVID Pandemic
Federal Emergency Management Administration Project Award
Office of Emergency Management – COVID Vaccination HUB

BACKGROUND

The COVID-19 Pandemic was declared as a Presidential Disaster on January 20, 2020 for all jurisdictions in the United States. During the disaster period that began in January of 2020 and ended on May 11, 2023, there was an immediate threat to the health and safety of the general public that required emergency response and protective measures from local jurisdictions.

SUMMARY

During the COVID Pandemic disaster, Galveston County was called upon to initiate and administer a COVID-19 Vaccination Hub at Walter Hall Park. The attached award document is a disaster cost recovery grant award for the county overtime labor/equipment and materials, and contract costs to administer the vaccination hub.

FINANCIAL SUMMARY

FEMA Disaster Cost Recovery Grant	\$1,336,402.83
County Match	\$0.00
TOTAL	\$1,336,402.83

RECOMMENDATIONS

Professional Services request the Court to consider acceptance of the FEMA PA award for the COVID-19 Vaccination Hub from the Federal Emergency Management Administration.

Department of Homeland Security Federal Emergency Management Agency

General Info

Project #	667968	PW #	1039	Project Type	Work Completed / Fully Documented
Project Category	B - Emergency Protective Measures			Applicant	Galveston County (167-99167-00)
Project Title	COVID-19 Vaccinations			Event	4485DR-TX (4485DR)
Project Size	Large			Declaration Date	3/25/2020
Activity Completion Date	7/01/2022			Incident Start Date	1/20/2020
Process Step	Pending Applicant Project Review			Incident End Date	5/11/2023

Damage Description and Dimensions

The Disaster # 4485DR, which occurred between **01/20/2020** and **05/11/2023**, caused:

Damage # 1220316; Emergency Protective Measures (Damage for Project [667968] COVID-19 Vaccinations)

During the incident period of 1/20/2020 through 5/11/2023, COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

- Provided emergency protective measures for the COVID-19 pandemic which created an immediate threat to the health and safety of the general public requiring emergency response and protective measures at 722 Moody Avenue, Suite 317 Galveston, Texas 77550 GPS: 29.404068, -95.016713 from 1/4/2021 to 7/1/2022.

Final Scope

1220316 Damage for Project [667968] COVID-19 Vaccinations

Work Completed

In response to the COVID-19 Public Health Emergency, the applicant utilized force account labor, equipment, materials, rental equipment, and contracts in taking the Emergency Protective Measures.

Cost share for this version is 100%. All work and costs in this project fall between 1/4/21 and 7/1/22.

Galveston County

A. The Applicant utilized FA materials including purchasing vaccines, medical supplies, phone services, 3 Kawasaki Mules, temperature control via heaters and hand warmers along with fuel to operate heaters. Applicant provided office supplies including phone chargers and back up batteries for machinery. Meals and ice were provided at vaccination site for emergency workers who could not leave their post while responding to COVID-19 pandemic.

B. The Applicant utilized FAL for all aspects of sitting up vaccine site from preparing and submitting applications to become vaccine site and hubs, placing barricades and signs, traffic control leading to sites, providing security, administration support, maintenance duties, 911 and non-emergency dispatching duties to set up and open a large vaccine site and hubs in response to COVID-19 Pandemic.

C. The Applicant utilized FA equipment including pickups and dump truck and excavators to set up sites and move supplies in and out of vaccine hubs in response to COVID-19 Pandemic

D. The Applicant utilized FA rental equipment to obtain portable toilets and tents to set up and open a large vaccine site and hubs in response to COVID-19 Pandemic

1. Force Account Labor Overtime: 239 Laborer(s) 1,409.50 hours = \$79,921.82

2. Force Account Equipment: 10 EA ,148 hours = \$711.40

3. Force Account Equipment Rental: \$335,270.50

4. Force Account Materials: \$61,189.74

5. Less: Salvage Value Deduction: (\$21,379.73)

Contract

A. The Applicant contracted with the Galveston County Health District to provide contract medical personnel and to later operate smaller vaccination POD around the county in response to COVID-19 Pandemic.

B. The Applicant contracted Luminare Inc. for software technology services in response to COVID-19 at the Vaccination Site.

C. The applicant contracted with Credit Adjustments Inc for call center in response to COVID-19 at the Vaccination Site.

1. Contract: \$880,689.10

· SOFTWARE CONTRACT: \$134,500.00

· CALL CENTER CONTRACT: \$236,834.90

- MED SUPPLIES/STAFFING CONTRACT: \$ 209,345.93
- Covid Vaccine Contract: \$300,008.27

Work Completed Totals

1. Force Account Labor Overtime: 239 Laborer(s) 1,409.50 hours = \$79,921.82
2. Force Account Equipment: 10 EA ,148 hours = \$711.40
3. Force Account Equipment Rental: \$335,270.50
4. Force Account Materials: \$61,189.74
5. Less: Salvage Value Deduction: (\$21,379.73)
6. Contract: \$880,689.10

Work Completed Total: \$1,336,402.83

Vaccine Administration: the Applicant has administered 122,967 vaccines at one Type 2 Site from January through May 2021 the Applicant has vaccinated approximately 35% of their Jurisdiction's population (355,062) 2021 census.

Determination Memorandum: this project contains an official Determination Memo for a total amount of \$886,768.35 that's been determined ineligible. For all information pertaining to this determination memo see document titled: DR 4485 TX_Galveston County_PN 667968_DM 32027_DM_Letter and Memo Final.pdf

Determination Memorandum (DM-PRJ-32027) was Partially Overturned due to an appeal, which revised the ineligible amount to \$570,317.86. See document labeled 24-9-124660_DR_4485-TX_GalvestonCounty_PN 667968_PW 01039_First Appeal Decision_1-14-25.pdf

Project Notes:

1. Costs associated with this project have been validated. See attachment:

- *667968 Development Cost Spreadsheet revised 1-22-25.xlsx*

2. Procurement documents attached have been reviewed. See attachment:

- *Galveston County (TX) Procurement - Purchasing Agent Policies and Procedures Rev. 3.0 - Adopted - 2018-03-07.pdf*

3. Payroll policy has been provided and reviewed. See attachment:

- *Adopted HR Policy Manual revised 10-21-2019 MAG.pdf*

4. Equipment: The Applicant has provided sufficient documentation/information that can demonstrated the Fair Market Value (FMV) for the disposition of purchased equipment of \$5,000.00 or more which has/have been already applied to this project.

5. Applicant provided statement that no one was billed for vaccinations by County of Galveston therefore no Duplication of Benefits occurred.

See documents:

- *Confirmatuon Letter to FEMA.pdf*

6. For breakdown of eligible FA hours see: PW#667968 DR4485 (TX) Force Account Labor PP#3 - PP#10 FEMA reviewed.xlsm

7. The address listed in the DDD is the applicant's physical address. The provided GPS coordinates are for the actual vaccination site where the emergency protective measures were performed.

Cost

Code	Quantity	Unit	Total Cost	Section
3910 (Deduct Salvage)	1.00	Lump Sum	(\$21,379.73)	Completed
9008 (Equipment)	1.00	Lump Sum	\$711.40	Completed
9009 (Material)	1.00	Lump Sum	\$61,189.74	Completed
9007 (OT Labor)	1.00	Lump Sum	\$79,921.82	Completed
9004 (Rented Equipment)	1.00	Lump Sum	\$335,270.50	Completed
9001 (Contract)	1.00	Lump Sum	\$880,689.10	Completed

CRC Gross Cost \$1,336,402.83

Total Insurance Reductions \$0.00

CRC Net Cost \$1,336,402.83

Federal Share (100.00%) \$1,336,402.83

Non-Federal Share (0.00%) \$0.00

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
0	Pending	In Review		\$0.00	100%	\$0.00	

Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
No Records				

Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #
-----------	----------------	----------------	------------	--------------	--------------------

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work, or the project deadline, whichever occurs first. FEMA reimburses Large Projects (those with costs above the large project threshold) based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

01/22/2025:

The project was returned to the lanes for updates to DDD / SOW / Cost.

No adjustments to be made to the insurance coverage for the project, no revisions to narrative needed, providing administrative function and forwarding project for completion.

Graciela Garza, Insurance Specialist, CRC Central

4/6/2023

GENERAL INFORMATION

Event: DR 4485 (TX)

Project: 667968

Category of Work: Cat B - Emergency Protective Measures

Applicant: Galveston County (167-99167-00)

Event Type: Pandemic

Cause of Loss: Pandemic

Incident Period: 1/20/2020 to 5/11/2023

COMMERCIAL INSURANCE INFORMATION

Does the Applicant have a Commercial Policy: Unknown

Policyholder (Named Insured) per Policy Documents: Unknown

Policy Issued by: Unknown

Policy Number: Unknown

Policy Period: Unknown

Policy Valuation: Unknown

Policy Limits: Unknown

RCV or ACV: Unknown

Deductible Type: Unknown

Does the Applicant's Commercial Policy extend coverage for the damage described in this project: Unknown

Per the Deduction Section of the Streamlined Application, the Applicant is confirming that they do not have insurance for the activities identified in Section II of the Streamline Application Project worksheet. Further, Section II of the Streamlined

Application Project, the Applicant has confirmed that a reasonable effort to recover insurance proceeds that they are entitled to receive from their insurer(s) has been taken. Insurance proceeds are not anticipated.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must

be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

In addition the Applicant is confirming that any financial assistance received or applied for under any other program or any other source has been identified and that cost has been reduced from the FEMA grant*.

This declaration is specific for the cost associated with the actions taken to protect the public health and safety of the general population from the COVID-19 Pandemic. No commercial property insurance proceeds are anticipated for these costs.

If in the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

FEMA insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct a facility. No insurance requirements are mandated for Category B emergency work

*Sec. 312. Duplication of Benefits (42 U.S.C.5155)

(a) General Prohibition - The President, in consultation with the head of each Federal agency administering any program providing financial assistance to persons, business concerns, or other entities suffering losses as a result of a major disaster or emergency, shall assure that no such person, business concern, or other entity will receive such assistance with respect to any part of such loss as to which he has received financial assistance under any other program or from insurance or any other source.

- Patrick Barker – Insurance Specialist – CRC Central

O&M Requirements

There are no Obtain and Maintain Requirements on **COVID-19 Vaccinations**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- Ensure accessibility across the full range of clients and/or customers that need to utilize the services being provided by these facilities, including elements of the population with less capacity or mobility.
- Applicant should assess of the type of flood hazards at the site (e.g., flood velocity, flood depth, wave action, etc.), assess practicable opportunities for flood mitigation, and develop a flood evacuation plan/emergency plan.

EHP Additional Info

There is no additional environmental historical preservation on **COVID-19 Vaccinations**.

Final Reviews

Final Review

Reviewed By MCGHEE, SCHANTALE T.

Reviewed On 01/28/2025 2:42 PM CST

Review Comments

DR4485TX - Galveston County (167-99167-00) [667968] COVID-19 Vaccinations has been reviewed and appears ready to move forward for processing.

Recipient Review

Reviewed By Do, Tho

Reviewed On 02/03/2025 6:51 AM CST

Review Comments

No comments available for the Recipient Review step

Project Signatures

Signed By Unsigned

Signed On Unsigned



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***49.**

Grant Award/Agreement

- 1) **Court Date:** 3/3/2025
- 2) **Department:** Sheriff's Department
- 3) **Grant Agency:** Office of the Governor's Public Safety Office - Homeland Security
- 4) **Funding Source:** Operation Lone Star Grant Program
- 5) **Grant Start Date:** 9/1/2025
- 6) **Grant End Date:** 8/31/2026
- 7) **Program Year:** FY 2026
- 8) **Program End Date:** 8/31/2026
- 9) **Renewal Grant:** RENEWAL
- 10) **Contract #:** 4371204
- 11) **Description:** Regular and overtime for deputies to assist at the border as well as travel, equipment and supplies.
- 12) **Grant Organization Keys:**
- 13) **Grant Type:**

Expenditure Type

- 14) **Grant Funded** \$1,242,528.75
- 15) **County Funded** \$0.00
- 16) **Total Project Amount:** \$1,242,528.75
- 17) **Assigned Department Contact:** Clayton Pope - Sheriff's Department

County Funding Sources

- 18) **Match Fund:** 100% Grant Funded
- 19) **Match Division:**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Elizabeth Thomas	Approve	2/25/25 9:58 am
2	Jimmy Fullen	Approve	2/25/25 10:05 am
3	Sergio Cruz	Approve	2/25/25 2:06 pm
4	Randall Rice	Approve	2/25/25 2:14 pm



MEMORANDUM

To: Galveston County Commissioners' Court
From: Betsy Thomas, Grants Administrator
Court Date: March 3, 2025
RE: Sheriff's Department
FY 2025/2026 Operation Lone Star Grant Application

BACKGROUND

The Office of the Governor –Homeland Security Division provides grant funds for local projects that support Operation Lone Star and enhance interagency border security operations including facilitation of directed actions to deter and interdict criminal activity and detain non-citizen inmates.

SUMMARY

Galveston County has provided support services to the counties on the Rio Grande border in their efforts to secure the border since September of 2021. This grant project endeavors to continue financial support from the State for those activities in FY 2025/2026.

RECOMMENDATIONS

Professional Services requests the Court consider approval to submit the FY 2025/2026 Operation Lone Star Grant application to the Office of the Governor's Public Safety Office - Homeland Security Division and authorize the County Judge to sign the supporting resolution.

ATTACHMENTS FOR WET SIGNATURE

- ☐ FY 2025/2026 Operation Lone Star Project supporting resolution

Agency Name: Galveston County

Grant/App: 4371204 **Start Date:** 9/1/2025 **End Date:** 8/31/2026

Project Title: Operation Lone Star - FY 2026

Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:

17460009081010

Application Eligibility Certify:

Created on:1/29/2025 2:38:59 PM By: Betsy Thomas

Profile Information

Applicant Agency Name: Galveston County

Project Title: Operation Lone Star - FY 2026

Division or Unit to Administer the Project: Sheriff Department

Address Line 1: 722 Moody

Address Line 2: 2nd Floor

City/State/Zip: Galveston Texas 77550-2317

Start Date: 9/1/2025

End Date: 8/31/2026

Regional Council of Governments (COG) within the Project's Impact Area: Middle Rio Grande Development Council

Headquarter County: Kinney

Counties within Project's Impact

Area: Brewster,Brooks,Crockett,Culberson,Dimmit,Edwards,Frio,Goliad,Gonzales,Hudspeth, Jeff Davis, Jim Hogg, Kimble, Kinney, La Salle, Lavaca, Live

Oak,McMullen,Maverick,Midland,Pecos,Presidio,Real,Terrell,Uvalde,Val Verde, Zapata

Grant Officials:

Authorized Official

Name: Mark Henry

Email: mark.henry@co.galveston.tx.us

Address 1: 722 Moody

Address 1:

City: Galveston, Texas 77550

Phone: 409-766-2244 Other Phone: 409-765-2639

Fax: 409-766-4582

Title: The Honorable

Salutation: Judge

Position: County Judge

Financial Official

Name: Randall Rice

Email: Randall.Rice@galvestoncountytexas.gov

Address 1: 722 Moody Avenue 4th Floor

Address 1:

City: Galveston, Texas 77550
Phone: 409-770-5301 Other Phone: 469-534-5988
Fax: 409-765-3252
Title: Mr.
Salutation: Mr.
Position: County Auditor

Project Director

Name: Mary Pitts
Email: mary.pitts@galvestoncountytexas.gov
Address 1: 722 Moody Ave, 3rd Floor
Address 1:
City: Galveston, Texas 77550
Phone: 409-770-5207 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Grant Administrator

Grant Writer

Name: Clayton Pope
Email: clayton.pope@galvestoncountytexas.gov
Address 1: 601 54th St.
Address 1:
City: Galveston, Texas 77553
Phone: 409-766-2369 Other Phone:
Fax:
Title: Mr.
Salutation: Captain
Position: Captain

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460009081010
Unique Entity Identifier (UEI): DRP9KU1PVJN4

Narrative Information

Introduction

The purpose of the program is to enhance interagency border security operations supporting Operation Lone Star including the facilitation of directed actions to deter and interdict criminal activity. Program participants shall assist DPS in the execution of coordinated border security operations in an effort to:

Law Enforcement

- Increase the effectiveness and impact of Operation Lone Star.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.

- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay-off areas.
- Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
- Increase coordination between local and state law enforcement agencies in planning, execution, and analysis of border security operations.

Jail Operations

- Increase capacity for detention operations and other supporting functions associated with increased criminal activity due to surges in illegal migration.

Human Remains Processing

- Support county medical examiner offices in the humane processing of the remains of undocumented migrants.

Court Administration

- Increase capacity and expediency in the case preparation, magistration, pre/post-adjudication proceedings, and criminal trials of OLS defendants.

Fire/EMS Operations

- Increase capacity for fire/EMS operations in direct support of OLS.

Program Requirements

Regional Joint Operations Intelligence Center (JOIC) Coordination

Grantees must agree to perform the following activities:

- Participate in operational planning and coordination meetings, information/intelligence sharing meetings, and After Action Reviews (AARs) established by the Texas Department of Public Safety's (DPS) Joint Operations and Intelligence Centers (JOICs).
- Participate weekly on the JOIC Unified Command conference calls or meetings as required by the JOIC.
- Report significant border-related events that occur during each 24-hour period.
- Conduct enhanced law enforcement patrolling activities
- Recognize and react to information/intelligence to adjust times and locations of enhanced patrol activities.
- Identify significant border-related trends or areas of interest that may be developed into focus areas for future operations.
- Conduct surveillance, interdictions, investigations, and collect and disseminate information within its jurisdiction or cross-jurisdiction lines as required.
- Conduct Steady State operations and respond to calls for service.
- Integrate air, ground, marine, and remote operations.

Border Incident Assessment Report (BIAR) Submission

Grantees must agree to submit BIAR reports to the JOIC:

The grantee shall report all border-related events to the JOIC using the BIAR. BIAR

reporting shall include events that occur during Enhanced Operation activities AND events that occur during Steady State activities.

Enhanced (Surge) Operations originate out of the use of Operation Lone Star funds when the local agency chooses to increase the hours of patrol or the number of investigative bodies. Steady State activities are defined as normal patrol or investigative duties that do not use grant funds, but directly impact the overall Operation Lone Star mission, such as organized crime arrests, terroristic activities, weapons trafficking arrests, kidnappings, human trafficking, human smuggling, home invasions with a border or organized crime nexus, illegal immigration, border-related murders, gang-related murders, vehicle thefts, or drug trafficking.

The BIAR is the primary incident and information-reporting tool for the grantee in Operation Lone Star activities. The grantee shall ensure all BIARs conform to the respective standards outlined by the JOIC and are submitted within 24 hours of the end of shift and/or the timeframes established by the JOIC.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not follow the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT)

publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or

shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2026 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary:

Briefly summarize the project, including proposed activities and intended impact.

OLS BORDER PROGRAM: Galveston County endeavors to assist border county law enforcement departments to increase the effectiveness of Operation Lone Star by sending law enforcement officers from the Galveston County Sheriff's Department and County Constable Offices to assist in the program efforts. Galveston County seeks funding to assist with regular and overtime pay as well as support personnel, equipment, supplies, training and travel expenses.

Problem Statement:

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

OLS BORDER PROGRAM: Galveston County Commissioners Court declared a local state disaster on June 21, 2021, citing the health and safety of residents from the influx of foreign nationals unlawfully crossing the Texas-Mexico border. After the declaration, Galveston County law enforcement officers and County equipment resources were sent to border counties leaving Galveston County to utilize its own financial and equipment resources to pay for salary/benefits, overtime, travel, equipment and supplies, which put a strain on our county resources. Galveston County has worked at the border through the OLS grant funding for three years with good success.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

OLS BORDER PROGRAM: Galveston County currently has the staffing levels to allow for

rotating shifts to be sent to border counties, but it is a financial strain to send equipment and personnel and backfill those positions with overtime-eligible personnel. Although we have the staff numbers, Operation Lone Star effort costs are outside of the normal annual budget resources.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

OLS BORDER PROGRAM: Although Galveston County has the personnel and basic equipment levels to provide assistance to Operation Lone Star, we have found through the experience we would not be able to financially sustain this level and need to maintain our equipment and supply inventory to best assist counties on the Texas-Mexico border. With the financial assistance to help cover personnel pay (regular, overtime) as well as travel and supplies, it is possible to see a continued commitment to Operation Lone Star. The addition of vehicles helped to reduce the strain on local fleet resources. The addition of necessary watercraft and UTV vehicles deployed and utilized specifically at the border increased the effectiveness and impact of our personnel while they were serving their rotating shifts on the border.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

OLS BORDER PROGRAM: The objective of this project is to provide the resources (financial, equipment, supplies) necessary to allow continued commitment to Operation Lone Star and improve the effectiveness of our personnel while on OLS sites. The grant-funded resources to pay regular and overtime pay for deployed law enforcement on two-week rotations will fill the financial gap and allow for a continued long-term commitment to the program. Assisting with smooth and efficient travel for rotating personnel reduces the strain on law enforcement and increases their effectiveness and time on the ground on OLS locations. Providing for the supply and equipment needs of law enforcement while on site in OLS counties will continue to increase the effectiveness and avoid strain on our local resources, which will increase our ability to commit to a long-term presence in OLS counties.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

OLS BORDER PROGRAM: 1.3.1 In conjunction with Federal agencies, conduct unified state and local law enforcement operations to deny the use of the Texas border region to terrorists and criminal organizations, particularly between the ports of entry.

Target Group :

Identify the target group and population expected to benefit from this project.

OLS BORDER PROGRAM: Operation Lone Star aims to protect not only the residents of the counties along the Texas-Mexico border but may also involve activities to deter criminal activity in our own county that borders the Gulf of Mexico and the Gulf Intercoastal Water Way as well as all Texas residents. The target group for actions of OLS are non-citizen defendants to deter and interdict criminal activity.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

OLS BORDER PROGRAM: Galveston County Commissioners Court committed funds to the border crisis in recent years and covered expenses before our initial OLS grant. Although Commissioners Court, the Sheriff and Constables feel a need to commit to Operation Lone Star, sustainability for the future would be a strain on our local budget. Galveston County can foresee a feasible path to continue participation. Continuation would be dependent on consideration of Commissioners Court to fund through local resources.

Project Activities Information**Introduction**

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Operation Lone Star - Law Enforcement	100.00	Law Enforcement patrol to assist OLS operation in border counties.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of weapons seized by grant-funded officers supporting the border initiative.	1400

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of adult apprehensions (transferred to USBP custody) made by grant-funded peace officers	15000

Number of arrests (felony) made by grant-funded officers supporting the border initiative.	2000
Number of arrests (misdemeanor) made by grant-funded officers supporting the border initiative.	3000
Number of minor/juvenile apprehensions (transferred to USBP custody) made by grant-funded peace officers	1400
Value of all forfeitures (cash and other assets) attributed to grant-funded officers supporting the border initiative.	2000

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
------------------------------	---------------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
-------------------------------	---------------------

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** tab and following the instructions on *Uploading eGrants Files*.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes
☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

NA

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2025

Enter the End Date [mm/dd/yyyy]:

9/30/2026

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

15229043

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

1708149

Single Audit

Applicants who expend less than \$1,000,000 in federal grant funding or less than \$1,000,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$1,000,000 or more, or state grant funding of \$1,000,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

9/30/2024

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify
☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- ☐ Yes
- ☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
- ☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	IN-KIND MATCH	TOTAL	UNIT/%
Personnel	Certified Peace Officer - Sheriff's Office	REGULAR PAY - Sheriff's Deputies will provide assistance on the Texas/Mexico border. Each deputy working on the border will have an individual line item entered for them with their TCOLE PID, total annual compensation - including annual salary and fringe rate percentage as well as the estimated percentage of their salary paid by the Operation Lone Star Grant.	\$341,250.00	\$0.00	\$341,250.00	10
Personnel	Overtime for All Peace Officers	OLS OVERTIME SHERIFF DEPUTY PAY - Overtime and benefits for Sheriff's Deputies to work in border counties to increase the effectiveness and impact of Operation Loan Star. Sheriff's Deputy overtime rate and benefit rate are based on	\$105,000.00	\$0.00	\$105,000.00	10

		individual rate of pay according to the Galveston County FY 2024 and 2025 adopted budgets and will be adjusted at the time of adoption. Average hourly rate is \$32.09. Average OT rate is \$48.12.				
Personnel	Overtime for All Peace Officers	OLS OVERTIME CONSTABLE DEPUTY PAY - Overtime and benefits for Constable Deputies to work in border counties to increase the effectiveness and impact of Operation Loan Star. Constable Deputy overtime rate and benefit rate are based on individual rate of pay according to the Galveston County FY 2023 and 2024 adopted budgets and will be adjusted at the time of adoption. Average hourly rate is \$32.09. Average OT rate is \$48.12. \$	\$65,625.00	\$0.00	\$65,625.00	10
Contractual and Professional Services	Temporary Personnel-Related Services	MAKE-READY LAW ENFORCEMENT EQUIPMENT FOR	\$34,882.34	\$0.00	\$34,882.34	0

		REPLACEMENT VEHICLES - Purchase of ONE (1) Make Ready equipment package and installation to include: Cage, Console, Light Control Switch, Siren Control, Push Bar, Front Emergency Lights, Rear Emergency Lights, Light Bar, Radio, Radar, Computer, Docking Station, Printers, & Graphics and window tint at an estimated cost of \$34,882.34 for this vehicle. Vehicle make-ready and Installation services for this one are included in the costs described per vehicle.				
Travel and Training	In-State Incidentals and/or Mileage	OLS LODGING - Hotel accommodations for deputies while serving on rotation in border counties. Ten deputies x \$152.25 in hotel fees x 365 days a year totals \$55,571.25 x 4 deputies.	\$222,285.00	\$0.00	\$222,285.00	0
Travel and Training	In-State Incidentals	OLS PER DIEM - Per Diem for deputies serving	\$67,160.00	\$0.00	\$67,160.00	0

	and/or Mileage	on rotation in border counties at Galveston County rates for FY 2025 as established by Galveston County Travel Policy. Current rate of \$46/day x 4 deputies x 365 days a year totals \$67,160.				
Equipment	Police / Sheriff Department Vehicle (from a single vendor with law enforcement equipment installed)	SUV PATROL VEHICLE – One (1) 2024 F-150 Police Responder 4x4 equipped ONLY with the Law Enforcement Vehicle Suspension and Transmission Package for patrol unit on rotation for the Operation Lone Star program. (Add-on Package [light bar, cage, decals, etc.] added under a separate contractual budget line item in this grant.) Galveston County received two (2) SUV 4x4 Ford Expeditions in the original 2022 OLS grant award and due to the extreme terrain of the border counties, the grant-funded vehicles had	\$54,210.00	\$0.00	\$54,210.00	1

		<p>extensive wear and tear rendering them to be at end-of-useful-life. Galveston County procured and took delivery of two replacement Ford Expeditions. This will be an additional OLS-only vehicle taken to the border county. 4x4 vehicles are necessary for border patrolling duties on and off roadways. Vehicles will be transported with deputies to the border and will only be used 100% of the time for duties associated with Operation Lone Star</p>				
Equipment	<p>Law Enforcement Canine and Accessories (e.g., canine, traveling tote / pad, collar, chain, vest)</p>	<p>OLS JAIL SURVEILLANCE SOFTWARE PACKAGE - LEOTECH Verus software subscription to serve as an investigative tool to provide law enforcement with searchable, automated transcriptions of all authorized inmate phone calls originating from</p>	\$317,648.91	\$0.00	\$317,648.91	1

		within ta correctional facility.				
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	OLS CELL PHONE SERVICE COSTS - cell service for six (6) Android phones to operate as tracking devices for all law enforcement personnel in the field and surrounding area. The app is used by DPS and other agencies and is only available on Android phones. Galveston County uses iPhones for everyday activities. Monthly services fee \$52.50/each phone x 6 phones = \$315 x 12 months = \$3,780.	\$3,780.00	\$0.00	\$3,780.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	OLS FLEXICUFFS - 3,000 flexicuffs to be utilized in the border county for Operation Lone Star activities.	\$5,407.50	\$0.00	\$5,407.50	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	OLS UNIFORMS - Uniforms specific to the OLS program will be worn 100% of the time by OLS deputies on the border. Each	\$15,800.00	\$0.00	\$15,800.00	0

		uniform set costs \$158. Total quantity of uniform sets needed over the lifespan of the fiscal year 2025 OLS program is 100. Total cost = \$158 x 100 uniform sets = \$15,800.				
Supplies and Direct Operating Expenses	Vehicle Operating Cost (e.g., fuel, lubricants, maintenance, storage)	OLS VEHICLE FUEL COSTS - Gasoline for OLS vehicles in the border county in the process of Operation Lone Star duties by Galveston County deputies. Galveston County will purchase fuel for OLS vehicles to be utilized by Galveston County deputies in their duties of Operation Lone Star. Two (2) OLS vehicles with 20-gallon tanks to be filled twice a week for 52 weeks a year at an estimated cost of \$3.50/gallon. 2 vehicles x 20-gallon tanks x 2 fill-ups per week x 52 weeks a year at an estimated \$3.50/gallon.	\$8,280.00	\$0.00	\$8,280.00	0

		(2x20x52x3.50 = \$7,280.				
Supplies and Direct Operating Expenses	Vehicle Operating Cost (e.g., fuel, lubricants, maintenance, storage)	<p>OLS VEHICLE MAINTENANCE</p> <p>- Regular maintenance and oil changes for two (2) vehicles both purchased through the Operation Lone Star grant and any other vehicles from Galveston County fleet determined to be necessary to carry-out OLS duties in the border counties. With the high level of use and extreme wear and tear on the vehicles in the rugged terrain, it is estimated maintenance will be necessary three times a year for two (2) units at an estimate of \$200 per unit each service visit. 2 units x 3 times a year x \$200 service = \$1,200</p>	\$1,200.00	\$0.00	\$1,200.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$34,882.34	\$0.00	\$0.00	\$0.00	\$34,882.34
Equipment	\$371,858.91	\$0.00	\$0.00	\$0.00	\$371,858.91
Personnel	\$511,875.00	\$0.00	\$0.00	\$0.00	\$511,875.00
Supplies and Direct Operating Expenses	\$34,467.50	\$0.00	\$0.00	\$0.00	\$34,467.50
Travel and Training	\$289,445.00	\$0.00	\$0.00	\$0.00	\$289,445.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$1,242,528.75	\$0.00	\$0.00	\$0.00	\$1,242,528.75

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
---	-----------------	-------------	---------------	-------------------------



County of Galveston Resolution

WHEREAS, the Galveston County Commissioners Court finds it in the best interest of the citizens of Galveston County, that the **Galveston County Operation Lone Star Support Project** be operated for FY 2025/2026 ; and

WHEREAS, the Galveston County Commissioners Court agrees to provide any applicable matching funds for said project as required by the Office of the Governor Criminal Justice Division's **Operation Lone Star Grant Program Grant Program** application; and

WHEREAS, the Galveston County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, The Galveston County Commissioners Court assures the funds will be returned to the Office of the Governor in full.

WHEREAS, the Galveston County Commissioners Court designates the Galveston County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Galveston County Commissioners Court approves submission of the grant application for the **Galveston County Operation Lone Star Support Project** to the Office of the Governor.

Passed and approved this 3rd day of March, 2025.

Mark Henry, Galveston County Judge

Dwight D. Sullivan, Galveston County Clerk

Grant Application Number: 4371204



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***50.**

25-87-0303-A

Parks and Cultural Services- Request transfer from General Fund - Budgeted Reserves to Parks - Heavy Equipment to fund the replacement of two mowers

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 4:35 pm



View Budget Amendment: Budget
Amendment: FY2025 - Annual Budget Detail
on 03/03/2025 : BAT-0000054

08:30 AM
02/24/2025
Page 1 of 2

Company The County of Galveston
Plan Template Annual Budget Detail : FY25 Amended Budget
Plan FY25 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000054
Amendment Date 03/03/2025
Description BA 25-87-0303-A Request transfer from General Fund - Budgeted Reserves to Parks - Heavy Equipment to fund the replacement of two mowers.
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status Available

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5700000:Capital Outlays	1101 General Fund	522020 Beach and Parks Department		Heavy Equipment			\$50,000.00	\$0.00	Request transfer from General Fund - Budgeted Reserves to Parks - Heavy Equipment to fund the replacement of two mowers.	
FY2025 Annual (FY25 Amended Budget)	5930000:Reserves - Other	1101 General Fund	920180 Fund Balance Reserves		Budgeted Reserves			\$0.00	\$50,000.00	Request transfer from General Fund - Budgeted Reserves to Parks - Heavy Equipment to fund the replacement of two mowers.	

SKM_C450i25020509440.pdf

File Name SKM_C450i25020509440.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 02/17/2025 01:59:50 PM
Comment

GALVESTON COUNTY PARKS Z997R 72IN 020425.pdf

File Name GALVESTON COUNTY PARKS Z997R 72IN 020425.pdf

AUDITOR'S CERTIFICATION

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Signed by County Auditor:

Randall Rice CPA



View Budget Amendment: Budget
Amendment: FY2025 - Annual Budget Detail
on 03/03/2025 : BAT-0000054

08:30 AM
02/24/2025
Page 2 of 2

Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 02/17/2025 01:59:50 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	02/17/2025 01:59:51 PM	02/18/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	02/17/2025 02:26:03 PM	02/19/2025	Julie Walker (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Analyst	Approved	02/17/2025 02:28:43 PM		Joselinne Piedras-Sarabia (Budget Analyst)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		02/18/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead	Approved	02/19/2025 03:02:11 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	02/19/2025 04:49:49 PM	02/21/2025	Sergio Cruz (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Approved	02/20/2025 09:17:56 AM	02/21/2025	Madeline Walker (Finance Executive)	1	



The County of Galveston

Road and Bridge Department
Seawall Maintenance Department
Bolivar Peninsula Beach Maintenance
Fleet Service Department

Lee Crowder, Director of Road and Bridge Office 281-534-5152

Date: February 3, 2025

To: Julie Walker, Director of Parks & Cultural Services

From: Lee Crowder, Road Administrator

CC: Martha Lee, Assistant Director of Parks & Cultural Services

Re: **Unit# C7922 and C7818 Cost of Repair Evaluation Recommendation**

Attached is the repair quote and estimated value of Park's unit# C7922 (2019 John Deere Z997R) and C7818 (2018 John Deere Z997R). Below are the estimated values based on the asset information

- C7922 >1000 Hours Estimated Value \$12,000.00 / Cost of repair >50%
- C7818 >1000 Hours Estimated Value \$13,000.00 / Cost of repair >50%

Based on the evaluation, the cost of repair exceeds 50% of the total value of the asset. I do not recommend proceeding with repairs, I recommend unit# C7922 and C7818 be replaced and prepared for disposal.

Thank You.



Shoppa's Farm Supply
625 North SH 60
East Bernard, TX 77435
Phone: (979) 335-4887
Fax: (979) 335-6569
Toll Free: (877) 543-9797
www.sfstractor.com

El Campo, TX
Phone: (979) 543-8363
Bay City, TX
Phone: (979) 245-2711
Liberty, TX
Phone: (936) 338-7226
Shiner, TX
Phone: (361) 594-3312
East Bernard, TX
Phone: (979) 335-4887
Victoria, TX
Phone: (361) 578-7072
Beaumont, TX
Phone: (409) 842-1128
Giddings, TX
Phone: (979) 542-2259

*** PROFORMA INVOICE ***

Invoice To Account No: 532454

Deliver To:

Quote Expires: 09/11/2024

SERVICE QUOTATION

GALVESTON COUNTY ROAD & BRIDGE
5115 HIGHWAY 3
DICKINSON TX 77539

GALVESTON COUNTY ROAD & BRIDGE
5115 HIGHWAY 3
DICKINSON TX 77539

Bus Ph: (409)682-1079 Prv Ph: (409)739-0489
Mob Ph:

Bus Ph: (409)682-1079 Prv Ph: (409)739-0489
Mob Ph:

Invoice Number:

Invoice Date 08/12/2024

Location: 03

Work Order Number: 283171

Payment Type: Account

Page: 1 of 1

Make/Model:

Meter

Serial Number:

EQ Id:

Fleet No:

JOHN DEERE MISC

84

MISCEAST

MISCEAST

Service Reminders:

/REPLACE Retail

COMPLAINT:

01 REPLACE HYDRO ON Z997R, SERIAL NUMBER UNKNOWN

DOES NOT INCLUDE NEW OIL OR FILTER. AT THE REQUEST OF DENNIS DUE TO FITTING BREAKING OFF AND DAMAGING HYDRO UNIT

CAUSE:

CORRECTION:

PartNumber	Description	Quantity	Net Price	Extended Price	Taxed Ind
AUC17935	HYDRAULIC	1.00	\$5,919.44	\$5,919.44	N

Miscellaneous Charges:

SERVICE ACCESSORIES

\$80.00

Labor: \$1,800.00 Parts: \$5,919.44 OL&M: \$0.00 Misc: \$80.00 Sub-Total: \$7,799.44

Customer PO No:
Tax Exempt No: 74-6000908-27
Advisor: MIKE DUSEK

Labor: \$1,800.00

Parts: \$5,919.44

OL&M: \$0.00

Misc: \$80.00

Total: \$7,799.44

TERMS AND CONDITIONS

Received by:

Date:

✕ CLOSE

THIS SITE IS PROTECTED BY RECAPTCHA AND THE GOOGLE [PRIVACY POLICY](#) AND [TERMS OF SERVICE](#) APPLY.



SEND MESSAGE


DEALER INFO

LEGACY EQUIPMENT, LLC

1800 US412
KENNETT, MO 63857

- 888-612-2796**
- Dealer Profile**
- Driving Directions**
- Dealer Inventory**

DETAILS

DETAILS				
Price	\$11,272.00 USD		Year	2019
				
Make	John Deere	Model	Z997R	
Stock #	95085	Serial #	1TCZ997RTKD051563	
Drive Type	2WD	Engine Type	Diesel	
Horse Power	37	Hours	1598	
Mower Options	Twheels	New	Used	
Width	72 in			

ADDITIONAL INFO ▼

**We Added 125,000+ New Pieces
of Equipment**

GET SHOPPING!

FEATURED LISTINGS

No items found
matching your criteria.



SEND MESSAGE

DEALER INFO

HUTSON INC.
1201 FULTON RD
MAYFIELD, KY 42066

- [270-238-7020](#)
- [Dealer Profile](#)
- [Driving Directions](#)
- [Dealer Inventory](#)

DETAILS

Price	\$12,500.00 USD	Year	2018
Make	John Deere	Model	Z997R
Stock #	348535	Serial #	1TCZ997REJN041217
Drive Type	2WD	Engine Type	Diesel
Horse Power	37	Hours	1098
New	Used	Width	60 in

ADDITIONAL INFO ▼

GET SHOPPING!

FEATURED LISTINGS

No items found
matching your criteria.

FY25 Budget Amendment Request

Row 133

**Commissioners'
Court Status**

Fiscal Year 2025

**Budget
Amendment
Number** 25-87-0303-A

Sponsor: Commissioner Precinct 4, Honorable Robin Armstrong

Department: Parks and Cultural Services

**Agenda Item
Caption** Request transfer from General Fund - Budgeted Reserves to Parks - Heavy Equipment to fund the replacement of two mowers.

Amount \$50,000.00

Notes

**Amount From
General Fund
Budgeted
Reserves** \$50,000.00

**Division
Number:** 522020

**Department
Head Name:** Julie Walker

**Department
Head Email:** julie.walker@galvestoncountytexas.gov

Submitted By: Julie Walker

**Contact
Extension
Number:**

8114

**Contact Email
Address:**

julie.walker@galvestoncountytexas.gov

**Associated
Forms**

Not Applicable

**Budget
Amendment
Justification:**

Two Parks mowers went into the shop over 2 months ago. After discussing with Fleet, they decided it would be more cost efficient to replace the two mowers instead of pay to fix them considering the age of the mowers. I have attached Fleet's recommendation letter and the quote for them mowers.

Key Org (From): 1101920180

**Object Code
From (Line
Item):**

5930000

Amount (From): \$50,000.00

**Add an
additional Key
Org (From):**

☐

**(2) Key Org
(From):**

**(2) Object Code
From (Line
Item):**

**(2) Amount
(From):**

**(3) Add an
additional Key
Org (From):**

☐

**(3) Key Org
(From):**

**(3) Object Code
(Line Item):**

**(3) Amount
(From):**

**(4) Add an
additional Key ☐
Org (From):**

**(4) Key Org
(From):**

**(4) Object Code
(Line Item):**

**(4) Amount
(From):**

Key Org (To): 1101522020

**Object Code 5742000
(Line Item):**

Amount (To): \$50,000.00

**Add an
additional Key ☐
Org (To):**

**(2) Key Org
(To):**

**(2) Object Code
To (Line Item):**

(2) Amount (To):

**(3) Add an
additional Key ☐
Org (To):**

(3) Key Org
(To):

(3) Object Code
To (Line Item):

(3) Amount (To):

(4) Add an
additional Key ☐
Org (To):

(4) Key Org
(To):

(4) Object Code
To (Line Item):

(4) Amount (To):

(5) Key Org (To)

(5) Object Code
To (Line Item):

(5) Amount To:

Total (From) \$50,000.00

Total (To) \$50,000.00



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***51.**

25-88-0303-B

Human Resources- Request transfer from within Employee Benefits - Medical Claims Paid to Life Insurance Premiums to fund life insurance premiums with Metlife

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/26/25 11:18 am



View Budget Amendment: Budget
Amendment: FY2025 - Annual Budget Detail
on 03/03/2025 : BAT-0000062

08:31 AM
02/24/2025
Page 1 of 2

Company The County of Galveston
Plan Template Annual Budget Detail : FY25 Amended Budget
Plan FY25 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000062
Amendment Date 03/03/2025
Description BA 25-88-0303-B - Request transfer from within Employee Benefits - Medical Claims Paid to Life Insurance Premiums to fund life insurance premiums with Metlife.
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status Available

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5491000:Insurance	6123 Employee Benefits Fund	155023 Employee Benefits		Medical Claims Paid			\$0.00	\$550,000.00	BA 25-88-0303-B - Request transfer from within Employee Benefits - Medical Claims Paid to Life Insurance Premiums to fund life insurance premiums with Metlife.	
FY2025 Annual (FY25 Amended Budget)	5491000:Insurance	6123 Employee Benefits Fund	155023 Employee Benefits		Life Insurance Premiums			\$550,000.00	\$0.00	BA 25-88-0303-B - Request transfer from within Employee Benefits - Medical Claims Paid to Life Insurance Premiums to fund life insurance premiums with Metlife.	

BA 25-88-0303-B.pdf

File Name BA 25-88-0303-B.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 02/18/2025 11:13:02 AM

AUDITOR'S CERTIFICATION

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Signed by County Auditor:

Randall Rice CPA



View Budget Amendment: Budget
Amendment: FY2025 - Annual Budget Detail
on 03/03/2025 : BAT-0000062

08:31 AM
02/24/2025
Page 2 of 2

Comment Excel version for reference.

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	02/18/2025 11:13:03 AM	02/19/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	02/18/2025 11:51:54 AM	02/20/2025	Madeline Walker (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Analyst	Approved	02/18/2025 11:53:26 AM		Joselinne Piedras-Sarabia (Budget Analyst)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		02/19/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead	Approved	02/18/2025 11:55:16 AM		Christie Motogbe (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	02/18/2025 11:56:28 AM	02/20/2025	Sergio Cruz (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Approved	02/18/2025 02:07:52 PM	02/20/2025	Madeline Walker (Finance Executive)	1	

FY25 Budget Amendment Request

Row 134

**Commissioners'
Court Status**

Fiscal Year 2025

**Budget
Amendment
Number** 25-88-0303-B

Sponsor: Commissioner Precinct 4, Honorable Robin Armstrong

Department: Human Resources

**Agenda Item
Caption** Request transfer from within Employee Benefits - Medical Claims
Paid to Life Insurance Premiums to fund life insurance premiums
with Metlife.

Amount \$550,000.00

Notes

**Amount From
General Fund
Budgeted
Reserves** \$550,000.00

**Division
Number:** 155000

**Department
Head Name:** Rebecca Gilliam

**Department
Head Email:** Rebecca.Gilliam@galvestoncountytx.gov

Submitted By: Misty Reed

AUDITOR'S CERTIFICATION

This budget amendment
of accounts and sufficient
budget transfer.

Signed and dated by:

561

**Contact
Extension
Number:**

5350

**Contact Email
Address:**

Misty.Reed@galvestoncountytexas.gov

**Associated
Forms**

Not Applicable

**Budget
Amendment
Justification:**

Life Insurance Premiums with MetLife

Key Org (From): 6123155023

**Object Code
From (Line
Item):**

5491511

Amount (From): \$550,000.00

**Add an
additional Key
Org (From):**

☐

**(2) Key Org
(From):**

**(2) Object Code
From (Line
Item):**

**(2) Amount
(From):**

**(3) Add an
additional Key
Org (From):**

☐

**(3) Key Org
(From):**

**(3) Object Code
(Line Item):**

**(3) Amount
(From):**

**(4) Add an
additional Key ☐
Org (From):**

**(4) Key Org
(From):**

**(4) Object Code
(Line Item):**

**(4) Amount
(From):**

Key Org (To): 6123155023

**Object Code 5491737
(Line Item):**

Amount (To): \$550,000.00

**Add an
additional Key ☐
Org (To):**

**(2) Key Org
(To):**

**(2) Object Code
To (Line Item):**

(2) Amount (To):

**(3) Add an
additional Key ☐
Org (To):**

(3) Key Org
(To):

(3) Object Code
To (Line Item):

(3) Amount (To):

(4) Add an
additional Key ☐
Org (To):

(4) Key Org
(To):

(4) Object Code
To (Line Item):

(4) Amount (To):

(5) Key Org (To)

(5) Object Code
To (Line Item):

(5) Amount To:

Total (From) \$550,000.00

Total (To) \$550,000.00



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***52.**

25-89-0303-C

General Government- Request transfer from General Government - Salary & Various Benefits to
General Fund - Budgeted Reserves to fund personnel adjustment

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/25/25 6:12 pm



View Budget Amendment: Budget
Amendment: FY2025 - Annual Budget Detail
on 03/03/2025 : BAT-0000055

08:32 AM
02/24/2025
Page 1 of 4

Company The County of Galveston
Plan Template Annual Budget Detail : FY25 Amended Budget
Plan FY25 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000055
Amendment Date 03/03/2025
Description BA 25-89-0303-C Request transfer from General Government - Salary & Various Benefits to General Fund - Budgeted Reserves for personnel adjustment.
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5152000:Payroll Tax Expense	1101 General Fund	110000 General Government		Medicare FICA payments			\$0.00	\$605.00	Request transfer from General Government - Salary & Various Benefits to General Fund - Budgeted Reserves for personnel adjustment.	
FY2025 Annual (FY25 Amended Budget)	5151000:Group Insurance	1101 General Fund	110000 General Government		County Paid Health Insurance Premiums			\$0.00	\$6,165.00	Request transfer from General Government - Salary & Various Benefits to General Fund - Budgeted Reserves for personnel adjustment.	



View Budget Amendment: Budget
Amendment: FY2025 - Annual Budget Detail
on 03/03/2025 : BAT-0000055

08:32 AM
02/24/2025
Page 2 of 4

Period	*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5100000:Salaries and Wages	1101 General Fund	110000 General Government		Salaries and Wages			\$0.00	\$41,697.00	Request transfer from General Government - Salary & Various Benefits to General Fund - Budgeted Reserves for personnel adjustment.	
FY2025 Annual (FY25 Amended Budget)	5930000:Reserves - Other	1101 General Fund	920180 Fund Balance Reserves		Budgeted Reserves			\$56,930.00	\$0.00	Request transfer from General Government - Salary & Various Benefits to General Fund - Budgeted Reserves for personnel adjustment.	
FY2025 Annual (FY25 Amended Budget)	5155000:Unemployment	1101 General Fund	110000 General Government		Unemployment Compensation			\$0.00	\$46.00	Request transfer from General Government - Salary & Various Benefits to General Fund - Budgeted Reserves for personnel adjustment.	
FY2025 Annual (FY25 Amended Budget)	5154000:Deferred Compensation Plan	1101 General Fund	110000 General Government		Alternate Plan			\$0.00	\$3,273.00	Request transfer from General Government - Salary & Various Benefits to General Fund - Budgeted Reserves for personnel adjustment.	



View Budget Amendment: Budget
Amendment: FY2025 - Annual Budget Detail
on 03/03/2025 : BAT-0000055

08:32 AM
02/24/2025
Page 3 of 4

Period	*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5156000:Workers Compensation	1101 General Fund	110000 General Government		Worker's Compensation			\$0.00	\$194.00	Request transfer from General Government - Salary & Various Benefits to General Fund - Budgeted Reserves for personnel adjustment.	
FY2025 Annual (FY25 Amended Budget)	5153000:Pension	1101 General Fund	110000 General Government		Pension			\$0.00	\$4,950.00	Request transfer from General Government - Salary & Various Benefits to General Fund - Budgeted Reserves for personnel adjustment.	

BA 25-89-0303-C.pdf

File Name BA 25-89-0303-C.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 02/17/2025 03:03:14 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	02/17/2025 03:03:15 PM	02/18/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	02/17/2025 03:44:42 PM	02/19/2025	Sergio Cruz (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Analyst	Approved	02/17/2025 03:45:31 PM		Joselinne Piedras-Sarabia (Budget Analyst)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		02/18/2025		0	



View Budget Amendment: Budget
Amendment: FY2025 - Annual Budget Detail
on 03/03/2025 : BAT-0000055

08:32 AM
02/24/2025
Page 4 of 4

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Accounting Operations Lead	Sent Back	02/19/2025 02:58:33 PM		Lauren Swift (Accounting Operations Lead)	1	Send Back Reason from Lauren Swift: Please correct description - this looks like you are eliminating a position and moving the funds back to Budgeted Reserves, so you don't want to reference "to fund personnel adjustment" in the description. Maybe you may want to simply say "for personnel adjustment". Everything else looks good. Thanks.
Budget Amendment Event	Budget Amendment Event	Submitted	02/20/2025 10:39:55 AM	02/18/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	02/20/2025 02:48:20 PM	02/22/2025	Diana Huallpa Trevino (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Analyst	Approved	02/20/2025 02:49:44 PM		Joselinne Piedras-Sarabia (Budget Analyst)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		02/18/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead	Approved	02/20/2025 02:57:31 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	02/21/2025 09:58:48 AM	02/22/2025	Sergio Cruz (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Sent Back	02/21/2025 10:22:46 AM	02/23/2025	Madeline Walker (Finance Executive)	1	Send Back Reason from Madeline Walker: Will not approve until has passed in CC with signed attachment.
Budget Amendment Event	Budget Amendment Event	Awaiting Action		02/18/2025	Gabriela De Los Santos	1	

AUDITOR'S CERTIFICATION

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Signed by County Auditor:

Randall Rice CPA

Department Name:	Fund Cost Center:
General Government	1101110000

Current Position Title	PSN	Current Salary	Requested Position Title	New Salary	Change in Salary	Comment
Government Relations Manager (G-120)	1100000108	\$64,530.00		\$0.00	-\$64,530.00	Deletion
		\$ 64,530.00		\$ -	\$ (64,530.00)	

Start Date	2/7/2025
End of Fiscal Year	9/30/2025
Net Work Days	168

Object Code Name	Object Code Account	FY25 Prorated Amounts
Salary	5100000	(41,697.00)
County Paid Health Ins Premium	5151000	(6,165.00)
Medicare FICA Payments	5152102	(605.00)
TCDRS	5153000	(4,950.00)
Worker's Compensation	5156000	(194.00)
Alternate Plan	5154000	(3,273.00)
Unemployment	5155000	(46.00)
FY 2025 Fiscal Impact		(56,930.00)

FY 2026 Fiscal Impact
(68,421.00)

FY25 Budget Amendment Request

Row 135

**Commissioners'
Court Status**

Fiscal Year 2025

**Budget
Amendment
Number** 25-89-0303-C

Sponsor: County Judge, Honorable Mark Henry

Department: General Government

**Agenda Item
Caption** Request transfer from General Government - Salary & Various
Benefits to General Fund - Budgeted Reserves to fund personnel
adjustment.

Amount \$56,930.00

Notes

**Amount From
General Fund
Budgeted
Reserves**

**Division
Number:** 151400

**Department
Head Name:** Sergio Cruz

**Department
Head Email:** sergio.cruz@galvestoncountytx.gov

Submitted By: Gabriela De Los Santos

**Contact
Extension
Number:**

5473

**Contact Email
Address:**

Gabriela De Los Santos

**Associated
Forms**

Not Applicable

**Budget
Amendment
Justification:**

Personnel Adjustment

Key Org (From): 1101110000

**Object Code
From (Line
Item):**

Salary & Benefits

Amount (From): \$56,930.00

**Add an
additional Key
Org (From):**

☐

**(2) Key Org
(From):**

**(2) Object Code
From (Line
Item):**

**(2) Amount
(From):**

**(3) Add an
additional Key
Org (From):**

☐

**(3) Key Org
(From):**

(3) Object Code
(Line Item):

(3) Amount
(From):

(4) Add an
additional Key ☐
Org (From):

(4) Key Org
(From):

(4) Object Code
(Line Item):

(4) Amount
(From):

Key Org (To): 1101920180

Object Code
(Line Item): 5930000

Amount (To): \$56,930.00

Add an
additional Key ☐
Org (To):

(2) Key Org
(To):

(2) Object Code
To (Line Item):

(2) Amount (To):

(3) Add an
additional Key ☐
Org (To):

(3) Key Org
(To):

(3) Object Code
To (Line Item):

(3) Amount (To):

(4) Add an
additional Key ☐
Org (To):

(4) Key Org
(To):

(4) Object Code
To (Line Item):

(4) Amount (To):

(5) Key Org (To)

(5) Object Code
To (Line Item):

(5) Amount To:

Total (From) \$56,930.00

Total (To) \$56,930.00



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***53.**

25-91-0303-E

Information Technology- Request transfer from General Fund - Software Licensing and Maintenance to Information Technology - Other Contract Services to combine the renewal funds for Microsoft-related software

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/26/25 8:47 am



View Budget Amendment: Budget
Amendment: FY2025 - Annual Budget Detail
on 03/03/2025 : BAT-0000074

Company The County of Galveston
Plan Template Annual Budget Detail : FY25 Amended Budget
Plan FY25 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000074
Amendment Date 03/03/2025
Description BA 25-91-0303-E Request transfer from General Fund - Software Licensing and Maintenance to Information Technology - Other Contract Services to combine the renewal funds for Microsoft-related software.
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5481000:Miscellaneous Contract Services	1101 General Fund	159100 Information Technology		Other Contract Services			\$49,000.00	\$0.00	Request transfer from General Fund - Software Licensing and Maintenance to Information Technology - Other Contract Services to combine the renewal funds for Microsoft-related software.	
FY2025 Annual (FY25 Amended Budget)	5410000:professional and Technical Services	1101 General Fund	159100 Information Technology		Software Licensing and Maintenance			\$0.00	\$49,000.00	Request transfer from General Fund - Software Licensing and Maintenance to Information Technology - Other Contract Services to combine the renewal funds for Microsoft-related software.	

Row 137.pdf

File Name Row 137.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 02/21/2025 09:43:07 AM
Comment

Process History

AUDITOR'S CERTIFICATION

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Signed by County Auditor:

Randall Rice CPA

576



View Budget Amendment: Budget
Amendment: FY2025 - Annual Budget Detail
on 03/03/2025 : BAT-0000074

10:01 AM
02/24/2025
Page 2 of 2

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	02/21/2025 09:43:08 AM	02/22/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	02/24/2025 07:45:02 AM	02/23/2025	Misty Witmer (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Analyst	Approved	02/24/2025 08:15:25 AM		Joselinne Piedras-Sarabia (Budget Analyst)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		02/22/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead	Approved	02/24/2025 09:16:51 AM		Christie Motogbe (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	02/24/2025 09:40:54 AM	02/26/2025	Sergio Cruz (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		02/26/2025	Madeline Walker (Finance Executive)	2	
					Randall Rice (Finance Executive)		

FY25 Budget Amendment Request

Row 137

Commissioners' Court Status

Fiscal Year 2025

Budget Amendment Number 25-91-0303-E

Sponsor: Commissioner Precinct 1, Honorable Darrell Apffel

Department: Information Technology

Agenda Item Caption Request transfer from General Fund - Software Licensing and Maintenance to Information Technology - Other Contract Services to combine the renewal funds for Microsoft-related software.

Amount \$49,000.00

Notes

Amount From General Fund Budgeted Reserves \$49,000.00

Division Number: 159100

Department Head Name: Misty Witmer

Department Head Email: misty.witmer@galvestoncountytexas.gov

Submitted By: Lauren Michaels

**Contact
Extension
Number:**

6233

**Contact Email
Address:**

lauren.michaels@galvestoncountytexas.gov

**Associated
Forms**

Not Applicable

**Budget
Amendment
Justification:**

o This amendment is needed to combine the renewal funds for Microsoft Unified Support and Microsoft Cybersecurity Incident Response

Key Org (From): 1101159100

**Object Code
From (Line
Item):**

5419301

Amount (From): \$49,000.00

**Add an
additional Key
Org (From):**

☐

**(2) Key Org
(From):**

**(2) Object Code
From (Line
Item):**

**(2) Amount
(From):**

**(3) Add an
additional Key
Org (From):**

☐

**(3) Key Org
(From):**

**(3) Object Code
(Line Item):**

**(3) Amount
(From):**

**(4) Add an
additional Key ☐
Org (From):**

**(4) Key Org
(From):**

**(4) Object Code
(Line Item):**

**(4) Amount
(From):**

Key Org (To): 1101159100

**Object Code 5481000
(Line Item):**

Amount (To): \$49,000.00

**Add an
additional Key ☐
Org (To):**

**(2) Key Org
(To):**

**(2) Object Code
To (Line Item):**

(2) Amount (To):

**(3) Add an
additional Key ☐
Org (To):**

(3) Key Org
(To):

(3) Object Code
To (Line Item):

(3) Amount (To):

(4) Add an
additional Key ☐
Org (To):

(4) Key Org
(To):

(4) Object Code
To (Line Item):

(4) Amount (To):

(5) Key Org (To)

(5) Object Code
To (Line Item):

(5) Amount To:

Total (From) \$49,000.00

Total (To) \$49,000.00



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***54.**

25-94-0303-H

Facilities- Request a transfer from the General Fund - Budgeted Reserves to Facilities Services - In-House Meetings and Food to cover training meal expenses

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/26/25 9:12 am



View Budget Amendment: Budget
Amendment: FY2025 - Annual Budget Detail
on 03/03/2025 : BAT-0000089

02:01 PM
02/25/2025
Page 1 of 2

Company The County of Galveston
Plan Template Annual Budget Detail : FY25 Amended Budget
Plan FY25 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000089
Amendment Date 03/03/2025
Description BA 25-94-0303-H Request a transfer from the General Fund - Budgeted Reserves to Facilities Services - In-House Meetings and Food to cover training meal expenses.
Amendment Type Budget Transfer
Balanced Amendment No
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5930000:Reserves - Other	1101 General Fund	920180 Fund Balance Reserves		Budgeted Reserves			\$0.00	\$1,200.00	Request a transfer from the General Fund - Budgeted Reserves to Facilities Services - In-House Meetings and Food to cover training meal expenses.	
FY2025 Annual (FY25 Amended Budget)	5499000:Other Services - Miscellaneous	1101 General Fund	170100 Facilities Services		In-House Meetings and Food			\$1,200.00	\$0.00	Request a transfer from the General Fund - Budgeted Reserves to Facilities Services - In-House Meetings and Food to cover training meal expenses.	

AUDITOR'S CERTIFICATION

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Signed by County Auditor:

Madeline Walker CPA

Row 140.pdf

File Name Row 140.pdf



View Budget Amendment: Budget
Amendment: FY2025 - Annual Budget Detail
on 03/03/2025 : BAT-0000089

02:01 PM
02/25/2025
Page 2 of 2

Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 02/24/2025 01:56:18 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	02/24/2025 01:56:19 PM	02/25/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	02/24/2025 04:29:49 PM	02/26/2025	Augustus Anderson (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Analyst	Approved	02/24/2025 04:30:28 PM		Joselinne Piedras-Sarabia (Budget Analyst)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		02/25/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead	Approved	02/25/2025 08:54:09 AM		Christie Motogbe (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Sent Back	02/25/2025 09:51:09 AM	02/27/2025	Diana Huallpa Trevino (Budget Manager)	1	Send Back Reason from Diana Huallpa Trevino: We will update caption.
Budget Amendment Event	Budget Amendment Event	Submitted	02/25/2025 10:08:09 AM	02/25/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	02/25/2025 12:46:52 PM	02/27/2025	Augustus Anderson (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Analyst	Approved	02/25/2025 01:00:03 PM		Joselinne Piedras-Sarabia (Budget Analyst)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		02/25/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead	Approved	02/25/2025 01:08:00 PM		Christie Motogbe (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	02/25/2025 01:58:35 PM	02/27/2025	Sergio Cruz (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		02/27/2025	Madeline Walker (Finance Executive)	2	
					Randall Rice (Finance Executive)		

FY25 Budget Amendment Request

Row 140

**Commissioners'
Court Status**

Fiscal Year 2025

**Budget
Amendment
Number** 25-94-0303-H

Sponsor: Commissioner Precinct 2, Honorable Joe Giusti

Department: Facilities

**Agenda Item
Caption** Request a transfer from the General Fund - Budgeted Reserves to Facilities Services - In-House Meetings and Food to cover training meal expenses.

Amount \$1,200.00

Notes

**Amount From
General Fund
Budgeted
Reserves** \$1,200.00

**Division
Number:** 170100

**Department
Head Name:** Augustus Anderson

**Department
Head Email:** Augustus.Anderson@galvestoncountytexas.gov

Submitted By: Jokavell Posada

**Contact
Extension
Number:** 2629

**Contact Email
Address:** jokavell.posada@galvestoncountytexas.gov

**Associated
Forms** Not Applicable

**Budget
Amendment
Justification:** adding of a new account code for meeting/training refreshments. new objected needs to be created.

Key Org (From): 1101920180

Object Code
From (Line 5930000
Item):

Amount (From): \$1,200.00

Add an
additional Key ☐
Org (From):

(2) Key Org
(From):

(2) Object Code
From (Line
Item):

(2) Amount
(From):

(3) Add an
additional Key ☐
Org (From):

(3) Key Org
(From):

(3) Object Code
(Line Item):

(3) Amount
(From):

(4) Add an
additional Key ☐
Org (From):

(4) Key Org
(From):

(4) Object Code
(Line Item):

(4) Amount
(From):

Key Org (To): 1101170100

Object Code
(Line Item): 5499231

Amount (To): \$1,200.00

Add an
additional Key ☐

Org (To):

(2) Key Org
(To):

(2) Object Code
To (Line Item):

(2) Amount (To):

(3) Add an
additional Key ☐

Org (To):

(3) Key Org
(To):

(3) Object Code
To (Line Item):

(3) Amount (To):

(4) Add an
additional Key ☐

Org (To):

(4) Key Org
(To):

(4) Object Code
To (Line Item):

(4) Amount (To):

(5) Key Org (To)

(5) Object Code
To (Line Item):

(5) Amount To:

Total (From) \$1,200.00

Total (To) \$1,200.00



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

***55.**

25-95-0303-I

Fleet Services - Request transfer from General Fund - Budgeted Reserves to Fleet Management - Vehicles and Vehicle Make Ready to fund the purchase of new 1/2 ton PPV and emergency equipment for Constable PCT 1.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/26/25 9:15 am



View Budget Amendment: Budget
Amendment: FY2025 - Annual Budget Detail
on 03/03/2025 : BAT-0000090

02:10 PM
02/25/2025
Page 1 of 3

Company The County of Galveston
Plan Template Annual Budget Detail : FY25 Amended Budget
Plan FY25 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000090
Amendment Date 03/03/2025
Description BA 25-95-0303-I Request transfer from General Fund - Budgeted Reserves to Fleet Mangement - Vehicles and Vehicle Make Ready to fund the purchase of new 1/2 ton PPV and emergency equipment for PCT 1.
Amendment Type Budget Transfer
Balanced Amendment No
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5361000:Minor Equipment - Vehicle Supplies Non Capital	1101 General Fund	172111 Fleet Management		Vehicle Make Ready			\$22,000.00	\$0.00	Request transfer from General Fund - Budgeted Reserves to Fleet Mangement - Vehicles and Vehicle Make Ready to fund the purchase of new 1/2 ton PPV and emergency equipment for PCT 1.	

AUDITOR'S CERTIFICATION

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Signed by County Auditor:

Madelaine Walker CPA



View Budget Amendment: Budget
Amendment: FY2025 - Annual Budget Detail
on 03/03/2025 : BAT-0000090

02:10 PM
02/25/2025
Page 2 of 3

Period	*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5700000:Capital Outlays	1101 General Fund	172111 Fleet Management		Vehicles			\$58,000.00	\$0.00	Request transfer from General Fund - Budgeted Reserves to Fleet Mangement - Vehicles and Vehicle Make Ready to fund the purchase of new 1/2 ton PPV and emergency equipment for PCT 1.	
FY2025 Annual (FY25 Amended Budget)	5930000:Reserves - Other	1101 General Fund	920180 Fund Balance Reserves		Budgeted Reserves			\$0.00	\$80,000.00	Request transfer from General Fund - Budgeted Reserves to Fleet Mangement - Vehicles and Vehicle Make Ready to fund the purchase of new 1/2 ton PPV and emergency equipment for PCT 1.	

BA 25-95-0303-I Quote.pdf

File Name BA 25-95-0303-I Quote.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 02/24/2025 03:03:37 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	02/24/2025 03:03:38 PM	02/25/2025	Gabriela De Los Santos	1	



View Budget Amendment: Budget
Amendment: FY2025 - Annual Budget Detail
on 03/03/2025 : BAT-0000090

02:10 PM
02/25/2025
Page 3 of 3

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Cost Center Manager	Approved	02/25/2025 09:41:16 AM	02/26/2025	Elizabeth Bryant (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Analyst	Approved	02/25/2025 09:41:51 AM		Joselinne Piedras-Sarabia (Budget Analyst)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		02/25/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead	Approved	02/25/2025 12:30:00 PM		Christie Motogbe (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	02/25/2025 01:59:00 PM	02/27/2025	Diana Hualpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		02/27/2025	Madeline Walker (Finance Executive)	2	
					Randall Rice (Finance Executive)		

ROCKDALE COUNTRY FORD

PO BOX 72, ROCKDALE, TX 76567

Customer: Galveston County
 Contact: Elizabeth Bryant
 Phone: 281.309.5074
 Email: Elizabeth.bryant@galvestoncountytx.gov

Sales Rep: Jake Schobinger
 Quote#: JS-21925-1
 Date: 2/19/2025
Jake@USAAutomotivePartners.com

Contract: BuyBoard 724-23

Product Description: Ford F-150 Police Responder

A. Bid Series: 104

Base Price: \$ 49,590.00

B. Published Options:

Code	Options	Bid Price	Code	Options	Bid Price
2025 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box				Wheels: 18" Steel	INCL
				Tires: LT265/70R18 All Terrain	INCL
150A	Equipment Group 150A	INCL		Power Windows	INCL
UM	Agate Black	INCL		Power Door Locks	INCL
PB	Black, Cloth Front Seats / Vinyl Rear	INCL		Vinyl Flooring	INCL
998	Engine: 3.5L V6 EcoBoost	INCL		Cruise Control	INCL
44G	Transmission: 10 Speed Automatic	INCL		Back-up Camera	INCL
153	Front License Plate Bracket	INCL			INCL
					INCL
					INCL
					INCL

Published Options Total: \$ 4,195.00

Disclaimer:

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEDGE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)

Order Summary:

Exterior Color: Black
 Delivery ETA: Q2 2025
 Notes: Stock Unit - SKD11972

C.	Upfitter: Add Keyless Entry	\$ 1,350.00
D.	Floor Plan Interest (For in-stock and/or Equipped Vehicles)	\$ -
F.	Lot Insurance (For in-stock and/or equipped vehicles):	\$ -
G.	Delivery Charge: Miles	\$ -
H.	Subtotal:	\$ 55,135.00
I.	Quantity: 1	\$ 55,135.00
J.	Trade In:	\$ -
K.	BuyBoard Fee (Per Purchase Order):	\$ 400.00
L.	Total:	\$ 55,535.00

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

C3406
C3408

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	566732-A
Customer No.	GALVCO

Bill To
GALVESTON COUNTY 722 Moody Ave Fl 5 Galveston, TX 77550

Ship To
(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr Houston, TX 77040

Contact: **SEE NOTES**
Telephone: 409-770-5371
E-mail: NITA.PHILLIPS@GALVESTONCOUNTYTX.I

Contact: KENNY TAYLOR
Telephone: 832-540-9161
E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/23/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Kenny Taylor			Kenny Taylor-Install Houston	CLAYTON POPE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	N	INFO TIPS USA #240102 <div>Warehouse: INHO</div>		0.0000	0.00
2	2	N	INFO 2024 FORD F-150 X2 <div>Warehouse: INHO</div>		0.0000	0.00
2	2	N	INFO GALVESTON COUNTY SHERIFF'S OFFICE <div>Warehouse: INHO</div>		0.0000	0.00
2	2	N	INFO EQUIPMENT AND INSTALL <div>Warehouse: INHO</div>		0.0000	0.00
2	2	N	INFO FRONT <div>Warehouse: INHO</div>		0.0000	0.00
2	2	Y	ENFWB01G09 SOI, NFILB, FRNT, 8MOD, 2021-24 F150, RW/BW <div>Warehouse: INHO</div> Ford F-150 (2021-24) Split Front (DRV) D12 D12 D12 D12 D12 D12 D12 D12 (PAS) R_W R_W R_W R_W B_W B_W B_W B_W Accessories: PNFLBSPLT1 DSC w/ LIN Breakout Box (Included)		983.7300	1,967.46

Print Date	02/24/25
Print Time	10:14:51 AM
Page No.	1

Printed By: Kenny Taylor

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	566732-A
Customer No.	GALVCO

Bill To
GALVESTON COUNTY 722 Moody Ave Fl 5 Galveston, TX 77550

Ship To
(For Pickup) Houston Istall Shop Warehouse 5121 Steadmnt Dr Houston, TX 77040

Contact: **SEE NOTES**
Telephone: 409-770-5371

E-mail: NITA.PHILLIPS@GALVESTONCOUNTYTX.

Contact: KENNY TAYLOR
Telephone: 832-540-9161

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/23/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Kenny Taylor			Kenny Taylor-Install Houston	CLAYTON POPE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	BK2338FDT21F150 SMC PB450L6 ALUM BUMPER MPOWER Warehouse: INHO MPOWER18 LEDS BLUE/RED/WHITE LONG HARNES SOI		993.3000	1,986.60
2	2	Y	HK2272FDT21F150 "PB10 Headlight GuardSteelWith PB9S Fender WrapSteel Warehouse: INHO		650.3000	1,300.60
2	2	Y	ETHFSS-SP-ISO SOI SOLID STATE ISOLATED HEADLIGHT FLASHER Warehouse: INHO NOTE --- NO FLASHER AVAILABLE FOR THE HIGH INTENSITY GAS DISCHARGE HEADKIGHTS. POSITIVE SIDE SWITCHING ONLY *****		59.0000	118.00
4	4	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: INHO CENTERED ON PUSH BUMPER		182.0000	728.00
4	4	Y	EMPR20013-W SOI mpower ORV 6x1 Light Kit WHITE Warehouse: INHO FRONT PUSH BUMPER		221.6600	886.64

Print Date	02/24/25
Print Time	10:14:51 AM
Page No.	2

Printed By: Kenny Taylor

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	566732-A
Customer No.	GALVCO

Bill To
GALVESTON COUNTY 722 Moody Ave Fl 5 Galveston, TX 77550

Ship To
(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr Houston, TX 77040

Contact: **SEE NOTES**
Telephone: 409-770-5371

E-mail: NITA.PHILLIPS@GALVESTONCOUNTYTX.

Contact: KENNY TAYLOR
Telephone: 832-540-9161

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/23/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Kenny Taylor			Kenny Taylor-Install Houston	CLAYTON POPE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	ETSKLF101 SOI LOW FREQUENCY AFTERSHOCK SIREN W/1 SPEAKERS Warehouse: INHO LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket		454.5300	909.06
2	2	Y	ETSSLFVBK11 SOI FRAME MOUNT AFTERSHOCK SPEAKER MNT 15-23 F150 Warehouse: INHO		54.2500	108.50
2	2	Y	MISC SIDE Warehouse: INHO		0.0000	0.00
4	4	Y	ESLRL73168 SOI, SL RUNNING, 72", 6MOD, R/B/W, 3CLR/TRIO Warehouse: INHO SL Running Light, 72" - 6 Module, Tricolor Red/Blue/White		350.0000	1,400.00
4	4	Y	PSLVBK02 SOI SL Running Light Mounting Kit 2015+ F150 Warehouse: INHO Mounting Kit for SL Running Light includes: Bracket & Hardware Kit, Ford F-150 2015-2021		34.1300	136.52
4	4	Y	ENT2B3RBW SOI INTERSECTOR 18-LED UNDER MIRROR LIGHT R/B/W Warehouse: INHO		175.0000	700.00

Print Date	02/24/25
Print Time	10:14:51 AM
Page No.	3

Printed By: Kenny Taylor

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	566732-A
Customer No.	GALVCO

Bill To

GALVESTON COUNTY
 722 Moody Ave Fl 5
 Galveston, TX 77550

Ship To

(For Pickup)
 Houston Istall Shop Warehouse
 5121 Steadmont Dr
 Houston, TX 77040

Contact: **SEE NOTES**

Telephone: 409-770-5371

E-mail: NITA.PHILLIPS@GALVESTONCOUNTYTX.

Contact: KENNY TAYLOR

Telephone: 832-540-9161

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/23/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Kenny Taylor			Kenny Taylor-Install Houston	CLAYTON POPE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
0	0	N	INFO REAR Warehouse: INHO		0.0000	0.00
2	2	Y	EMPTC01MGN SOI, MPWR TRFC CNTRL, 39", 6MOD, RA/BA Warehouse: INHO 39" 6 Head Rear mpower® Traffic Controller w/ 15' LIN DSC Technology (DRV) D12 D12 D12 D12 D12 (PAS) R_A R_A R_A B_A B_A B_A X Housing Color - Black Extrusion Lens Color - All Clear Lenses Accessories - PNFLBSPLT1 Mount Kit - PMPTCM02 (x2) Medium 2-Hole		842.8000	1,685.60
8	8	Y	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: INHO BETWEEN THE TAILGATE AND BUMPER		120.0000	960.00
2	2	Y	ETFBSSN-P SOI 100% SOLID STATE TAILLIGHT FLASHER (12-WIRE) Warehouse: INHO		52.0000	104.00
0	0	Y	MISC INTERIOR/MISC Warehouse: INHO		0.0000	0.00

Print Date	02/24/25
Print Time	10:14:51 AM
Page No.	4

Printed By: Kenny Taylor

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	566732-A
Customer No.	GALVCO

Bill To
GALVESTON COUNTY 722 Moody Ave Fl 5 Galveston, TX 77550

Ship To
(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr Houston, TX 77040

Contact: **SEE NOTES**
Telephone: 409-770-5371

E-mail: NITA.PHILLIPS@GALVESTONCOUNTYTX.I

Contact: KENNY TAYLOR
Telephone: 832-540-9161

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/23/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Kenny Taylor			Kenny Taylor-Install Houston	CLAYTON POPE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	ENGSA5200RSR SOI, 500 SERIES KNOB/PB 200W CNTRL, +VOICE PLBK Warehouse: INHO		884.8000	1,769.60
4	4	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: INHO		175.0000	700.00
4	4	Y	ENGHNK05 SOI 18" REMOTE NODE HARNESS Warehouse: INHO 18 inch Harness Kit for Remote Node		40.0000	160.00
2	2	Y	ENGLMK013 SOI BP LINK KIT, SUPER DUTY, '24 F150, '25 PIU Warehouse: INHO		331.0000	662.00
2	2	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: INHO		236.6000	473.20
2	2	Y	CG-X HAV, CHARGE GARD, UNIVERSAL, CONTROL MODULE Warehouse: INHO INFINITE TIMER, SURGE PROTECTOR 12VDC, 30a ***** *****		80.2500	160.50

Print Date	02/24/25
Print Time	10:14:51 AM
Page No.	5

Printed By: Kenny Taylor

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	566732-A
Customer No.	GALVCO

Bill To
GALVESTON COUNTY 722 Moody Ave Fl 5 Galveston, TX 77550

Ship To
(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr Houston, TX 77040

Contact: **SEE NOTES**
Telephone: 409-770-5371

E-mail: NITA.PHILLIPS@GALVESTONCOUNTYTX.I

Contact: KENNY TAYLOR
Telephone: 832-540-9161

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/23/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Kenny Taylor		Kenny Taylor-Install Houston		CLAYTON POPE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	ECVDMLTAL00 SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR Warehouse: INHO CENTERED IN DRIVER COMPARTMENT HEADLINER		63.9300	127.86
2	2	Y	EWLPT004 SOI Bamksman BM3 Exterior light Warehouse: INHO		91.9300	183.86
2	2	Y	CC-21F1-0713-OS TROY VS 21" CONSOLE 2021 F150 Warehouse: INHO		613.3400	1,226.68
2	2	Y	AC-INBHG TRO 4" INTERNAL CONSOLE DUAL CUPHOLDER WITH FINGERS Warehouse: INHO CUP HOLDERS HAVE RUBBER FINGERS REPLACES p/n # AC-INTBH WHICH IS NLA *****		42.6700	85.34
2	2	Y	FP-USBC-2DC TROY 2" PLATE W/2 12VDC OUTLETS & USB-A/USB-C PORT Warehouse: INHO		60.0000	120.00
2	2	Y	AC-MIC-Z-FPI TROY HEIGHT ADJUSTABLE MIC CLIP Warehouse: INHO		22.0000	44.00

Print Date	02/24/25
Print Time	10:14:51 AM
Page No.	6

Printed By: Kenny Taylor

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	566732-A
Customer No.	GALVCO

Bill To
GALVESTON COUNTY 722 Moody Ave Fl 5 Galveston, TX 77550

Ship To
(For Pickup) Houston Istall Shop Warehouse 5121 Steadmnt Dr Houston, TX 77040

Contact: **SEE NOTES**
Telephone: 409-770-5371

E-mail: NITA.PHILLIPS@GALVESTONCOUNTYTX.

Contact: KENNY TAYLOR
Telephone: 832-540-9161

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/23/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Kenny Taylor			Kenny Taylor-Install Houston	CLAYTON POPE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	FP-SGTRAY TROY 4IN CONSOLE TRAY Warehouse: INHO		33.3400	66.68
2	2	Y	FP-MXTL2500 TRO, 3 " FACEPLATE, MOTOROLA REMOTE RADIO HEAD Warehouse: INHO		0.0000	0.00
2	2	Y	FP-M500-DVR TROY MOTOROLA M500 DVR FACEPLATE Warehouse: INHO		0.0000	0.00
2	2	Y	FP-SO500-R TROY 500 SERIES REMOTE CONTROLLER FACEPLATE Warehouse: INHO		0.0000	0.00
2	2	Y	FP-SO500-R CP-GB54713-US TROY UNDER-SEAT REAR STORAGE BOX, 21-24 SLVRDO/F: Warehouse: INHO 2021-24 F150-250 2021-24 Chevy Silverado under-seat rear storage box; features sliding drawer on DS and electronics box w/hinged lid on PS (Silverado requires mount bracket AC-SB-CHV19-MNT)		825.6300	1,651.26
2	2	Y	CM-SDMT-SL-LED TROY HEIGHT ADJUSTABLE COMPUTER MOUNT, SIDE TO C Warehouse: INHO BOLTS TO SIDE OF CONSOLE, WILL ACCOMMODATE A CUSTOMER SUPPLIED DOCKING STATION		392.6700	785.34

Print Date	02/24/25
Print Time	10:14:51 AM
Page No.	7

Printed By: Kenny Taylor

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	566732-A
Customer No.	GALVCO

Bill To
GALVESTON COUNTY 722 Moody Ave Fl 5 Galveston, TX 77550

Ship To
(For Pickup) Houston Istall Shop Warehouse 5121 Steadmnt Dr Houston, TX 77040

Contact: **SEE NOTES**
Telephone: 409-770-5371

E-mail: NITA.PHILLIPS@GALVESTONCOUNTYTX.

Contact: KENNY TAYLOR
Telephone: 832-540-9161

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/23/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Kenny Taylor			Kenny Taylor-Install Houston	CLAYTON POPE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	AC-TB-ARMMNT-XL TROY XL ARM REST Warehouse: INHO		149.3400	298.68
2	2	Y	KIT-TP-SL6-21F1-SS TROY 2021-22 F150 Partition Kit Warehouse: INHO 2021-22 F150 Partition Kit (TP-E-SL6-FS-SS, PM-21F150, KP-F150-15-SS)		812.5000	1,625.00
2	2	Y	WG-21F150-SET TRO F150 DRIVER & PASSENGER SIDE WINDOW GUARDS Warehouse: INHO		230.3000	460.60
2	2	Y	AC-F150-15-RWS TRO 20+ F150 REAR ARMOR WINDOW SCREEN Warehouse: INHO		149.3400	298.68
2	2	Y	XF4 DECKED 2 DRAWER PICK UP TRUCK BED BOX FOR 5'6" BE Warehouse: INHO		1,400.0000	2,800.00
4	4	Y	DECKED 2 DRAWER DECKED SYSTEM FOR A 2023 FORD F-150 CREW CAB MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: INHO		40.0000	160.00

Print Date	02/24/25
Print Time	10:14:51 AM
Page No.	8

Printed By: Kenny Taylor

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	566732-A
Customer No.	GALVCO

Bill To
GALVESTON COUNTY 722 Moody Ave Fl 5 Galveston, TX 77550

Ship To
(For Pickup) Houston Istall Shop Warehouse 5121 Steadmnt Dr Houston, TX 77040

Contact: **SEE NOTES**
Telephone: 409-770-5371

E-mail: NITA.PHILLIPS@GALVESTONCOUNTYTX.I

Contact: KENNY TAYLOR
Telephone: 832-540-9161

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/23/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Kenny Taylor			Kenny Taylor-Install Houston	CLAYTON POPE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	TES-338265 TESSCO ANTENNA 3/4" Mount, 25' RG58/U Mini-UHF loose Warehouse: INHO MFG PART #: NMO-60-300-M1-N		30.0000	60.00
2	2	Y	204468 TESSCO 760-870 MHz Phantom Antenna, 3 dBi Warehouse: INHO		60.0000	120.00
2	2	Y	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: INHO		50.0000	100.00
2	2	Y	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: INHO		60.0000	120.00
2	2	Y	CUSTOMER SUPPLIED CUSTOMER SUPPLIED EQUIPMENT Warehouse: INHO MOTOROLA CAMERA SYSTEM (INCLUDING ALL MOUNTS AND CABLES) MOTOROLA APX 6500 (INCLUDING SPEAKER AND ALL CABLES) MODEM		0.0000	0.00

Print Date	02/24/25
Print Time	10:14:51 AM
Page No.	9

Printed By: Kenny Taylor

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	566732-A
Customer No.	GALVCO

Bill To
GALVESTON COUNTY 722 Moody Ave Fl 5 Galveston, TX 77550

Ship To
(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr Houston, TX 77040

Contact: **SEE NOTES**
Telephone: 409-770-5371

E-mail: NITA.PHILLIPS@GALVESTONCOUNTYTX.I

Contact: KENNY TAYLOR
Telephone: 832-540-9161

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/23/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Kenny Taylor			Kenny Taylor-Install Houston	CLAYTON POPE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: INHO LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		350.0000	700.00
2	2	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: INHO Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days		3,950.0000	7,900.00

Print Date	02/24/25
Print Time	10:14:51 AM
Page No.	10

Printed By: Kenny Taylor

Subtotal	35,850.26
Freight	850.00
Order Total	36,700.26

FY25 Budget Amendment Request

Row 141

**Commissioners'
Court Status**

Fiscal Year 2025

**Budget
Amendment
Number** 25-95-0303-I

Sponsor: Commissioner Precinct 2, Honorable Joe Giusti

Department: Fleet Services

**Agenda Item
Caption** Request transfer from General Fund - Budgeted Reserves to Fleet
Mangement - Vehicles and Vehicle Make Ready to fund the
purchase of new 1/2 ton PPV and emergency equipment for PCT 1.

Amount \$80,000.00

Notes

**Amount From
General Fund
Budgeted
Reserves** \$80,000.00

**Division
Number:** 230100

**Department
Head Name:** Lee Crowder

**Department
Head Email:** lee.crowder@galvestoncountytexas.gov

Submitted By: Elizabeth Bryant

**Contact
Extension
Number:** 5074

**Contact Email
Address:** elizabeth.bryant@galvestoncountytexas.gov

**Associated
Forms** Not Applicable

**Budget
Amendment
Justification:** Purchase of new 1/2 Ton PPV and emergency equipment for PCT 1

Key Org (From): 1101920180

**Object Code
From (Line
Item):** 5930000

Amount (From): \$80,000.00

**Add an
additional Key** ☐
Org (From):

**(2) Key Org
(From):**

**(2) Object Code
From (Line
Item):**

**(2) Amount
(From):**

**(3) Add an
additional Key** ☐
Org (From):

**(3) Key Org
(From):**

**(3) Object Code
(Line Item):**

**(3) Amount
(From):**

**(4) Add an
additional Key** ☐
Org (From):

**(4) Key Org
(From):**

**(4) Object Code
(Line Item):**

**(4) Amount
(From):**

Key Org (To): 1101172111

**Object Code
(Line Item):** 5743000

Amount (To): \$58,000.00

**Add an
additional Key** ☒

Org (To):

(2) Key Org
(To): 1101172111

(2) Object Code
To (Line Item): 5361001

(2) Amount (To): \$22,000.00

(3) Add an
additional Key ☐
Org (To):

(3) Key Org
(To):

(3) Object Code
To (Line Item):

(3) Amount (To):

(4) Add an
additional Key ☐
Org (To):

(4) Key Org
(To):

(4) Object Code
To (Line Item):

(4) Amount (To):

(5) Key Org (To)

(5) Object Code
To (Line Item):

(5) Amount To:

Total (From) \$80,000.00

Total (To) \$80,000.00



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

56.

Consideration of awarding RFP 24-021, Galveston County Home Elevation Construction Pool on behalf of the Grants Department

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/11/25 5:17 pm

History of Legislative File

Ver.	Acting Body	Date	Action	Sent To	Due Date	Return Date	Result
1	Commissioners Court Special Meeting	02/17/2025	deferred				Pass

Action Text: Motion to defer by Commissioner Apffel, seconded by Commissioner Dugie.

Passed: 5-0

Aye: 5 County Judge Henry, Commissioner Apffel, Commissioner Giusti, Commissioner Dugie,
Commissioner Armstrong

Nay: 0



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

February 6, 2025

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: RFP 24-021 Galveston County Home Elevation Construction Pool
Contract #CM25006

Gentlemen,

On December 19, 2024, proposals were opened for RFP 24-021, Galveston County Home Elevation Construction Pool. Eleven (11) proposals were received from the following companies:

- | | |
|---|-----------------|
| • Arkitektura Development, Inc. | Webster, TX |
| • Byrdson Services, LLC | Beaumont, TX |
| • DSW Homes, LLC | Friendswood, TX |
| • Planet Three | Houston, TX |
| • RM Quality Construction, LLC | Conroe, TX |
| • James W. Turner Construction Ltd. | Tomball, TX |
| • Brizo Construction, LLC | Houston, TX |
| • Du-West Services Inc. | |
| • Dbu Du-West Construction, Inc. | Pasadena, TX |
| • Clint Harris dba Comal Design Group | Katy, TX |
| • Richard Pacheco dba Allied Foundations Specialist, Inc. | Deer Park, TX |
| • SLSCO, Ltd. | Galveston, TX |

After a thorough review of the submittals by the Evaluation Committee, the following companies were deemed to have submitted satisfactory proposals for program management and are recommended for awards:

- Brizo Construction, LLC
- DSW Homes, LLC
- James W. Turner Construction, LTD.
- SLSCO, Ltd.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, reading "Rufus G. Crowder" with a stylized flourish at the end.

Rufus G. Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston



MEMORANDUM

To: Galveston County Commissioners' Court
From: Betsy Thomas, Grants Administration Manager
Court Date: February 24, 2023
RE: Bid #B24-021
Texas Division of Emergency Management – HMGP Grant Program
Galveston County Home Elevation Construction Pool
Correction of February 17, 2025 Agenda Item

BACKGROUND

Galveston County received grant awards #4332-0025 and #4332-0239 to elevate homes throughout the county. As a part of that program, the County administered RFP #24-021 to seek highly qualified elevation construction contractors. The County received eleven (11) proposals and an evaluation committee met on February 5, 2025 to score all proposals and the top-scoring contractors were selected for the County's pool.

SUMMARY

It was discovered the RFP linked to the back-up documents was the incorrect RFP for this procurement and the scoring sheets utilized by the evaluation committee members accidentally included the name of a previous procurement. These issued with the back-up documents do not negate the legitimacy of the review and scoring of RFP #B24-021 and the item will be placed on the next Commissioners Court agenda.

RECOMMENDATIONS

Professional Services requests the Court consider approval to award the HMGP Elevation Construction Contractor Pool for RFP #B24-021.



MEMORANDUM

To: Rufus Crowder, Purchasing Agent
Tammy Dickey, Purchasing

From: Betsy Thomas, Grants Administration Manager

Date: February 17, 2025

RE: Bid #B24-021
Texas Division of Emergency Management – HMGP Grant Program
Galveston County Home Elevation Construction Pool

RECOMMENDATIONS

After review of the proposals submitted for the above-referenced RFP, the evaluation committee recommends awarding contracts for the following elevation construction companies:

- Brizo Construction
- DSW Homes, LLC
- James W. Turner Construction, LTD
- SLSCO, Ltd.

Thank you in advance for placing this on the agenda for the next available Commissioners Court Agenda.

Committee Score Sheet

Vendor Name	55 points Experience and Qualifications of Firm and Key Staff	25 points Capabilities and Capacities	30 points Methodology	10 points References	Total Points Given
Allied Foundation Specialist, Inc.	24	17.8	19.8	6	67.6
Arktektura Development, Inc.	22.8	17	19	5.2	64
Brizo Construction	32.4	23.6	27.6	8.6	92.2 *
Byrdson Services LLC (Excello)	21.4	17.4	21	6	65.8
Comal Design Group	24.4	20.2	25.8	7.4	77.8
DSW Homes, LLC	31.4	22.2	26.6	7.6	87.8 *
Du-West Construction, Inc.	19.4	11.8	14.6	3.8	49.6
James W. Turner Construction, LTD	33.8	25	29	10	97.8 *
Planet Three Elevation/P3 Construction Corp.	22.6	15.4	17.4	6.2	61.6
RM Quality Construction, LLC	19.4	16.4	18	6.6	60.4
SLSCO, Ltd.	33.4	24	26.4	8.8	92.6 *

Evaluation Chair - Betty Thomas — 02/05/2025

Evaluation Committee
Texas Department of Agriculture
Galveston TDA Grant Administration

RFP Scoring Criteria Matrix

Vendor Name	35 points Experience and Qualifications of Firm and Key Staff	25 points Capabilities and Capacities	30 points Methodology	10 points References	Total Points Given
Allied Foundation Specialist, Inc.	35	19	25	5	84
Arkitektura Development, Inc.	29	20	25	5	79
Brizo Construction	33	21	30	5	89
Byrdson Services LLC (Excello)	27	22	25	5	79
Comal Design Group	34	19	25	5	83
DSW Homes, LLC	33	24	25	5	87
Du-West Construction, Inc.	27	14	15	5	61
James W. Turner Construction, LTD	34	25	30	10	99
Planet Three Elevation/P3 Construction Corp.	33	12	15	10	70
RM Quality Construction, LLC	17	12	10	5	44
SLSCO, Ltd.	35	21	25	5	86

February 5, 2025

Veronica Van Horn

Evaluation Committee
Texas Department of Agriculture
Galveston TDA Grant Administration

RFP Scoring Criteria Matrix

Vendor Name	35 points Experience and Qualifications of Firm and Key Staff	25 points Capabilities and Capacities	30 points Methodology	10 points References	Total Points Given
Allied Foundation Specialist, Inc.	20	20	20	5	65
Arkitektura Development, Inc.	25	15	15	5	60
Brizo Construction	30	25	25	10	90
Byrdson Services LLC (Excello)	25	20	20	5	70
Comal Design Group	20	20	20	5	65
DSW Homes, LLC	25	15	20	5	65
Du-West Construction, Inc.	20	20	20	5	65
James W. Turner Construction, LTD	30	25	25	10	90
Planet Three Elevation/P3 Construction Corp.	25	15	15	5	60
RM Quality Construction, LLC	20	20	20	5	65
SISCO, Ltd.	30	25	20	10	85

Faisal Nofal

[Signature]
5/5/2025

A Vendor Name	B 35 points Experience and Qualifications of Firm and Key Staff	C 25 points Capabilities and Capacities	D 30 points Methodology	E 10 points References	F Total Points Given
Allied Foundation Specialist, Inc.	5	5	5	5	20
Arktektura Development, Inc.	5	5	5	5	20
Brizo Construction	32	22	28	8	90
Byrdson Services LLC (Excello)	5	5	5	5	20
Comal Design Group	10	25	30	10	75
DSW Homes, LLC	32	22	28	8	90
Du-West Construction, Inc.	0	0	0	0	0
James W. Turner Construction, LTD	35	25	30	10	100
Planet Three Elevation/P3 Construction Corp.	5	5	5	5	20
RM Quality Construction, LLC	5	5	5	5	20
SLSCO, Ltd.	35	24	29	9	97

Elizabeth Thomas

2/5/2025

Vendor Name	35 points Experience and Qualifications of Firm and Key Staff	25 points Capabilities and Capacities	30 points Methodology	10 points References	Total Points Given
Allied Foundation Specialist, Inc.	30	20	20	8	78
Arkitektura Development, Inc.	30	20	20	1	71
Brizo Construction	33	25	27	10	95
Byrdson Services LLC (Excello)	25	15	25	5	70
Comal Design Group	30	22	26	7	85
DSW Homes, LLC	33	25	30	10	98
Du-West Construction, Inc.	20	10	10	1	41
James W. Turner Construction, LTD	35	25	30	10	100
Planet Three Elevation/P3 Construction Corp.	30	20	27	1	78
RM Quality Construction, LLC	30	20	25	8	83
SLSCO, Ltd.	35	25	28	10	98

Submitted by: Jo Carroll

Jo Carroll

Received on 2/5/2025 BT

Evaluation Committee
Texas Department of Agriculture
Galveston TDA Grant Administration

RFP Scoring Criteria Matrix

Vendor Name	35 points Experience and Qualifications of Firm and Key Staff	25 points Capabilities and Capacities	30 points Methodology	10 points References	Total Points Given
Allied Foundation Specialist, Inc.	30	25	29	7	91
Arkitektura Development, Inc.	25	25	30	10	90
Brizo Construction	34	25	28	10	97
Byrdson Services LLC (Excello)	25	25	30	10	90
Comal Design Group	28	15	28	10	81
DSW Homes, LLC	34	25	30	10	99
Du-West Construction, Inc.	30	15	28	8	81
James W. Turner Construction, LTD	35	25	30	10	100
Planet Three Elevation/P3 Construction Corp.	20	25	25	10	80
RM Quality Construction, LLC	25	25	30	10	90
SLSCO, Ltd.	32	25	30	10	97

Motogbe, Christie
J

Digitally signed by Motogbe,
Christie J
Date: 2025.02.05 15:46:43 -06'00'

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
GALVESTON COUNTY HOME ELEVATION CONSTRUCTION POOL
GALVESTON COUNTY, TEXAS**

TABLE OF CONTENTS

A. PURPOSE.....	2
B. INTENT STATEMENT	2
C. DEBARMENT.....	3
D. PREVAILING WAGE/LABOR COMPLIANCE	3
E. PROCUREMENT TIMELINE	4
F. NON-MANDATORY PRE-PROPOSAL MEETING	4
G. SUBMISSION INSTRUCTIONS.....	6
H. EXCEPTIONS.....	6
I. INSURANCE	7
J. SCOPE OF WORK	8
K. RECORD KEEPING	9
L. SPECIFICATION MILESTONES AND COMPENSATION DRAWS	10
M. INVOICES.....	11
N. PERSONNEL TO CONTACT REGARDING THIS SOLICITATION.....	11
O. PROGRAM ADMINISTRATION	12
P. EVALUATION AND SELECTION PROCESS	13
Q. REQUIRED DOCUMENTS CHECKLIST	15

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
GALVESTON COUNTY HOME ELEVATION CONSTRUCTION POOL
GALVESTON COUNTY, TEXAS**

The Special Provisions and the General Provisions of this Request for Proposal and the Exhibits attached hereto are made a part of the entire agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

******The Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal. Potential Bidders must register through the online portal to participate electronically.**

“Walk-in” or “mailed-in” proposal submittals are still allowed, however, Bidders are strongly encouraged to submit their proposals online via Galveston County’s e-Procurement Portal located at <https://galvestoncountytexas.bonfirehub.com/>. Please see Item G, SUBMISSION INSTRUCTIONS, for further details.

A. PURPOSE

The purpose of this procurement is to establish a pool of qualified construction contractors for residential home elevations. Galveston County has already procured and contracted with an engineering firm to complete the full engineering and design work for all structural elevations. This procurement is only seeking contractors to be hired for the actual elevation for each structure.

Galveston County was awarded grant funds under the Hazard Mitigation Grant Program (HMGP) from the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Administration (FEMA). The purpose of these grant funds is to mitigate the effects of flooding through the elevation of private structures above the base flood elevation (BFE) for each individual location as specified in the project scope of work. This project includes properties throughout Galveston County including those inside the jurisdictional boundaries of incorporated cities and outside in unincorporated areas of the County.

Additionally, Galveston County has partnered with a grant administration company to serve as the Program Manager, coordinating efforts between the engineering firm, construction contractors, and homeowners. This ensures streamlined communication and delivers the best possible experience for all parties involved.

B. INTENT STATEMENT

It is Galveston County’s intent to award contracts with a pool of highly qualified elevation construction contractors to perform grant-funded elevation construction throughout the county.

1. Once the contractor pool is established and at the County’s sole discretion, the County will invite up to **three (3) procured/contracted elevation construction contractors to participate in individual project bid walks** conducted on each individual elevation project site to observe site-specific conditions.
2. Galveston County intends to utilize an **elevation contractor Score Card** to measure certain quality services (such as adherence to schedule, quality of materials and workmanship, and inspection results) as a tool for determining invitation to future bid walks and each contractor’s continued participation in the program. Galveston County intends to base project assignments not just on price but also on the best option for homeowners.

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
GALVESTON COUNTY HOME ELEVATION CONSTRUCTION POOL
GALVESTON COUNTY, TEXAS**

3. It is Galveston County's intent to provide excellent engineer-designed plans that will enable elevation construction contractors to easily determine their bidding price through a standardized required bid scoping document.
4. Elevation Contractors will be required to provide a third-party warranty for their work. The warranty should cover one (1) year on Workmanship, two (2) years on Materials, and ten (10) years on the Foundation.

C. DEBARMENT

Suspension and Debarment

1. The contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower-tier transaction it enters.
3. This certification is a material representation of fact relied upon by Galveston County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and Galveston County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The respondent agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The respondent proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
5. **Please submit verification of your Firm's non-debarment status as ATTACHMENT B as found in the required documents checklist.**

D. PREVAILING WAGE/LABOR COMPLIANCE

1. This project is subject to the Texas Prevailing Wage Rates as described in Texas Government Code, Chapter 2258. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. **See Exhibit A** for the prevailing wages applicable to this project.
2. Workers employed by or on behalf of the Entity shall be paid (1) not less than the general prevailing wage of per diem wages for work of a similar character in the locality in which the work is performed, and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
3. Section 2258.023 – Penalty – A contractor or subcontractor who violates this section shall pay penalty to the Entity on whose behalf the contract is made. A public body awarding a contract shall specify this penalty in the contract.
4. Section 2258.024 – Records – A contractor and subcontractor shall keep a record showing (1) the name and occupation of each worker employed by the contractor or subcontractor in the

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
GALVESTON COUNTY HOME ELEVATION CONSTRUCTION POOL
GALVESTON COUNTY, TEXAS**

construction of the public work; and (2) the actual per diem wages paid to each worker. The record shall be open at all reasonable hours to inspection by the officers and agents of the Entity.

E. PROCUREMENT TIMELINE

A timeline for this RFP and initial process is included below. Galveston County reserves the right to change these dates and will notify proposers of any changes via addendum:

Advertise RFP (first date of publication)	Wednesday, November 13, 2024
Advertise RFP (second date of publication)	Wednesday, November 20, 2024
Non- Mandatory Pre-Proposal Conference	Tuesday, November 26, 2024, at 10:00AM CST
Deadline for Questions & Inquiries	Wednesday, December 4, 2024, by 5:00 PM CST
Proposal Submittal Deadline	Thursday, December 19, 2024, by 2:00 PM CST

Interested parties may attend the Thursday, December 19, 2024, 2:00 PM CST bid opening virtually by using the following link:

Join from the meeting link

<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=m6c3d4b462e98668be3681e7da7def5ee>

Join by meeting number

Meeting number (access code): 2483 248 3234

Meeting password: 24-021 (240021 when dialing from a video system)

Tap to join from a mobile device (attendees only)

+1-415-655-0001,,24832483234## US Toll

Join by phone

+1-415-655-0001 US Toll

Global call-in numbers

Join from a video system or application

Dial 24832483234@galvestoncountytexas.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

F. NON-MANDATORY PRE-PROPOSAL MEETING

Interested parties may attend the Tuesday, November 26, 2024, 10:00 AM CST Non-Mandatory Pre-Proposal meeting virtually by using the following link:

Join from the Meeting Link:

<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=m924927ed72df58465f30d988efc98239>

Join by meeting number

Meeting number (access code): 2480 374 3885

Meeting password: 24-021 (240021 when dialing from a video system)

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
GALVESTON COUNTY HOME ELEVATION CONSTRUCTION POOL
GALVESTON COUNTY, TEXAS**

**Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24803743885## US Toll**

**Join by phone
+1-415-655-0001 US Toll
Global call-in numbers**

**Join from a video system or application
Dial 24803743885@galvestoncountytexas.webex.com
You can also dial 173.243.2.68 and enter your meeting number.**

The remainder of this page intentionally left blank

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
GALVESTON COUNTY HOME ELEVATION CONSTRUCTION POOL
GALVESTON COUNTY, TEXAS**

G. SUBMISSION INSTRUCTIONS

Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal. Potential Bidders must register through the online portal to participate electronically. "Walk-in" or "mailed-in" proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at <https://galvestoncountytexas.bonfirehub.com/>**

Registration is currently open and free to the public. Once registered, suppliers will receive automatic email notifications of project opportunities based on the NIGP commodity codes selected by the vendor. Potential Bidders should visit the link below and click on the New Vendor Registration tab to register your business: <https://vendorsupport.gobonfire.com/hc/en-us/articles/15646869029783-Vendor-Registration>

There is no cost to register as a vendor.

INSTRUCTIONS FOR "WALK-IN" SUBMITTALS ONLY

One (1) unbound single-sided original and two (2) single-sided copies must be submitted no later than **2:00 PM CST, on Thursday, December 19, 2024:**

**Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550**

The time stamp clock located in the Purchasing Agent's office shall serve as the official timekeeping piece for this solicitation process. Any proposals received after **2:00 PM CST** on the specified date will be returned unopened.

Proposal Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website <https://www.galvestoncountytexas.gov/county-offices/purchasing>

H. EXCEPTIONS

Any exceptions to these solicitation conditions should be listed on a separate sheet of paper, attached to respondent's submittal and submitted with response at the specified date and time of the solicitation submittal.

The remainder of this page intentionally left blank

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
GALVESTON COUNTY HOME ELEVATION CONSTRUCTION POOL
GALVESTON COUNTY, TEXAS**

I. INSURANCE

Responder must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Respondents may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Respondent has such insurance. Provided however, that successful Respondent(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Respondent commences any work hereunder. Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Galveston County shall be listed as an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.

Builder's Risk Insurance. For the duration of the elevation project under the HMGP program, the contractor must maintain an active Builder's Risk Insurance Policy covering the full value of the structure and any materials on-site. This policy must include coverage for risks such as fire, theft, vandalism, and natural disasters to protect both the homeowner and the County's investment in the project.

Workers' Compensation Insurance. Respondent shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its employees, including but not limited to full time, part time, and emergency employees employed by the Contractor.

Riggers Liability Insurance Requirement. For the duration of the elevation project, the contractor must maintain Riggers Liability Insurance covering any potential damages or losses to the structure or equipment while it is being lifted, moved, or manipulated. This policy ensures that any damage resulting from rigging operations is covered, protecting both the property owner and the County's interest in the project.

Commercial General Liability. Respondent shall carry in full force commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
GALVESTON COUNTY HOME ELEVATION CONSTRUCTION POOL
GALVESTON COUNTY, TEXAS**

Business Automobile Liability. Respondent shall carry in full force 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.

Subrogation Waiver. Contractor and Contractor's insurance carrier shall waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from Contractor's performance under this Agreement.

J. SCOPE OF WORK

The scope of services within each individual project will vary, as the circumstances in each home to be elevated will be different. However, successful contractor services will include, but are not limited to, the following:

- 1. CONTRACTORS ARE REQUIRED TO USE A HYDRAULIC LIFT SYSTEM WHEN ELEVATING THE HOME.**
2. Provide professional labor, equipment, and materials adequate to perform the work in accordance with the scope of work for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met.
3. All elevation work will be performed to meet or exceed all local, state and federal building codes and standards.
4. All elevation work will bring the structure into compliance with the National Flood Insurance Program by requiring elevations to be two feet (2') or more above the Base Flood Elevation as identified in the Preliminary Flood Insurance Map (FIRM).
5. In rare cases, the adopted FIRM may be more stringent than the Preliminary FIRM— in these unlikely instances; the adopted FIRM data will be used.
6. Prepare plans and specification and perform elevation in compliance with applicable City or County floodplain elevation requirements, code requirements, and Texas Windstorm Insurance Association (TWIA) requirements.
7. Provide initial first floor elevation including the repair of damage caused to homes/property during the elevation project.
8. Obtain all necessary state and local permits and approvals after permits are acquired, but prior to the commencement of the work for each home, with copies of all permits provided to the Program Manager.
9. The selected Firm(s) will be required to maintain Performance and Payment Bonds. In no event shall the bond requirements be for less than one hundred percent (100%) of a Firm's amount under the contract at any given time. All bonds must be issued by a bonding agent with at least an "A"

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
GALVESTON COUNTY HOME ELEVATION CONSTRUCTION POOL
GALVESTON COUNTY, TEXAS**

rating, and the bonding companies must be listed in the Department of the Treasury's Listing of Certified Companies.

10. Coordination with property owner regarding initiation of work, move-out, and return to the property.
11. Coordinate and manage utility disconnection and deactivation.
12. Conduct on-site debris removal in accordance with all Federal, State, and local requirements, including the disposal of potential asbestos containing materials.
13. Complete site preparation, if needed.
14. Compliance with applicable Americans with Disabilities Act requirement may be required if deemed necessary by the Program.
15. Provide elevation and post-elevation photographs to the County's documenting services performed and compliance with permitting and building requirements.
16. If successful Contractors use subcontractors, then prompt payment of all subcontractors for services rendered, and obtaining signed and notarized lien waivers from all subcontractors documenting proof of payment and providing copy of such lien waivers to the County with draw requests.
17. Maintain job sites in a neat and orderly manner.
18. Execute a separate written agreement that will be between the contractor, the respective homeowner, and Galveston County (the "Tri-Party Agreement"). Each Tri-Party Agreement will specify a term applicable to that FEMA project and specify draw requirements and other requirements associated with that given FEMA project.

K. RECORD KEEPING

1. Respondents shall maintain records of all events that occur at the job site or elsewhere, which affect, or may be expected to affect the quality, scope, or progress of the services.
2. Respondents shall provide required documentation, including photographs, notes, progress updates, and communications to the Programs data management system as directed.
3. All records shall be retained for a period of five (5) years following the closeout of the County's federal grant.

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
GALVESTON COUNTY HOME ELEVATION CONSTRUCTION POOL
GALVESTON COUNTY, TEXAS**

L. SPECIFICATION MILESTONES AND COMPENSATION DRAWS

The following milestone schedule will be followed for each house and progress will be documented via program inspectors at the following elevation phase milestones:

A 10% Retainage will be held on each Milestone Payment and released 30 Days after the County's final payment to the contractor.

1. Milestone 1: 5% of the total contract amount in that HMGP Elevation project

- 1.1. Permits obtained with copies of permits provided to the Program Manager
- 1.2. Interior and Exterior pre-elevation photographs to the Program Manager
- 1.3. Performance and Payment Bonds secured and submitted to the Program Manager
- 1.4. Vendor's certificate of insurance supplied to Galveston County, Galveston County shall be listed as additionally insured, except for workers' compensation and professional liability.
- 1.5. Construction schedule submitted to the Program Manager

2. Milestone 2: 35% of the total contract amount in that HMGP Elevation project

- 2.1. Mobilization of equipment
- 2.2. Clearing work
- 2.3. Tunneling portion of work is complete
- 2.4. Piles Pushed to refusal
 - 2.4.1. PSI Receipt – Report showing average PSI over entire house
- 2.5. Structure is elevated and resting on cribbing portion of the work is complete
- 2.6. Footings with rebar prior to concrete pour
 - 2.6.1 Rebar stub-ups for concrete columns in place
- 2.7. Engineer concurrence with percentage completion
- 2.8. Engineer Inspection performed and passed

3. Milestone 3: 40% of the total contract amount in that HMGP Elevation project

- 3.1. Piers and / or post columns are built
- 3.2. New foundation is complete
 - Deck/landings/AC platform/staircase post holes prepared for measurement to Engineering drawings
- 3.3. Engineer concurrence with percentage completion
- 3.4. Engineer Inspection performed and passed

4. Milestone 4: 20% of the total contract amount in that HMGP Elevation project

- 4.1. Completion of all work
 - 4.1.1. Installation of vents, as required.
 - 4.1.2. Reconnection of utilities
- 4.2. Final site clean-up
- 4.3. Written confirmation of third-party warranty provided to homeowner
- 4.4. If applicable, confirmation of satisfaction of applicable ADA requirements
- 4.5. Engineer concurrence with completion
- 4.6. Homeowner concurrence with completion
- 4.7. Signed and notarized lien waivers from subcontractors utilized
- 4.8. Final Engineer Inspection Passed
- 4.9. Certificate of Occupancy

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
GALVESTON COUNTY HOME ELEVATION CONSTRUCTION POOL
GALVESTON COUNTY, TEXAS**

M. INVOICES

1. Purchase Orders will be issued by the County to Contractors for their projects. Invoices must be itemized indicating all materials and supplies used and must include the Purchase Order Number. Invoices must be submitted to the Program Manager for approval. Upon approval by the Program Manager, invoices will be submitted to the County for payment.
2. Contractors must accept Purchase Order Numbers for specified supplies, equipment, and/or services. Contractors shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid Purchase Order Number issued by the office of the Galveston County Purchasing Agent accompanies the order. **Payment for any items issued without prior receipt of a valid Purchase Order Number may become the sole responsibility of the successful Contractor.**

N. PERSONNEL TO CONTACT REGARDING THIS SOLICITATION

Proposers desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Proposer, which in the opinion of the County affects all responders or would be prejudicial to other proposers if not communicated, shall be furnished to all proposers as an addendum to the solicitation. Proposers must direct all inquiries to the following:

**Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 21st Street (Moody), 5th Floor
Galveston, Texas 77550
E-mail: purchasing.bids@co.galveston.tx.us**

Proposers must e-mail their inquiries (with the subject line "Galveston County Home Elevation Construction Pool – RFP #24-021 – Questions") for additional information and/or clarification to the address listed above. The request must include the Proposer's name and the RFP number and title. **Any request for additional information or clarification must be received in writing no later than Wednesday, December 4, 2024, 5:00 PM.** Late requests or those not delivered to the proper address may not receive a reply. Proposers shall not attempt to contact the County by any other means. The Purchasing Agent's Office shall post the answers to the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Proposal Submission Date. The County, at its sole discretion, may not issue a response to an RFI submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any issued addendum, the last addendum issued will prevail. Addenda will be posted and made available on the County's procurement web page. It is Proposer's sole responsibility to ensure receipt of all addenda prior to submitting its proposal. All Proposers should check the County's procurement web page for all addenda prior to submitting a response. The County's procurement web page is located at:
<http://www.galvestoncountytexas.gov/county-offices/purchasing>

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
GALVESTON COUNTY HOME ELEVATION CONSTRUCTION POOL
GALVESTON COUNTY, TEXAS**

The Proposer must acknowledge the receipt of all addenda on the forms provided. In the event a Proposer fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determine that such failure to acknowledge any or all addenda does not materially affect the Proposal and waive the acknowledgement of one or more addenda.

Proposers who submit inquiries after the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the proposal receipt date or in sufficient time for the Proposer to prepare a responsive or competitive submittal.

O. PROGRAM ADMINISTRATION

Unless otherwise provided by specific provisions under this agreement, contractor operations and activities related and provided for in this agreement will be under the supervision of the Galveston County Chief Financial Officer or his designated representative who for the purpose of this contract are:

**Elizabeth Thomas
Grants Administrator
722 Moody, 3rd Floor
Galveston, TX 77550**

The Galveston County Commissioners Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

The remainder of this page intentionally left blank

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
GALVESTON COUNTY HOME ELEVATION CONSTRUCTION POOL
GALVESTON COUNTY, TEXAS**

P. EVALUATION AND SELECTION PROCESS

An evaluation committee shall review and evaluate the Proposals timely submitted to the County Purchasing Agent in this request for qualifications. Proposals shall be reviewed by the evaluation committee and shall be evaluated in accordance with the evaluation criteria listed herein. The evaluation committee will determine which teams are qualified based on demonstrated competence and qualifications. The evaluation committee shall evaluate and score each response. The points from each scoring category will be comprised from the following:

1. EXPERIENCE AND QUALIFICATIONS OF FIRM AND FIRM'S KEY STAFF

(Please provide the following information) | 35 POINT MAXIMUM

- a. Legal Name of Firm, Principles, Tax Identification Numbers (TINs), Business Licenses and certifications, and compliance certifications if applicable. (E.G. Minority-Owned Status)
- b. Evidence of elevation construction contractor's ability to perform single-family dwelling elevations as a prime elevation contractor, including information on other federally funded elevation programs that your firm has participated in, including the name and dates of the program(s), number of elevations completed.
- c. Profiles for each principal elevation construction team member that would be assigned to the Galveston County contract. Each profile should include years of experience, training, and position in the contract.
- d. Previous experience working with City/County permit offices in Galveston County.
- e. Any lawsuits or legal actions resulting from your company's previous elevation projects.
- f. Has your Firm ever been dismissed from another Grant Program? If yes, why? If yes, Provide contact information.

2. CAPABILITIES AND CAPACITIES

(Engineering will be completed before individual project awards) | 25 POINT MAXIMUM

Provide documented evidence demonstrating the contractor's capacity to successfully complete elevation projects:

- a. Total Number of completed elevations over a 12-month period for the last 5-years.
- b. The number of Elevation Programs you are currently involved in, including the number of Elevation projects awarded to your firm.
- c. Your Firm's Project to Superintendent ratio.
- d. Firm's current capacity to add projects to your existing portfolio, including how that will be accomplished.
- e. An estimate of time to perform a complete elevation project for one residential property, including details and timeline on each associated task or step in the process.
- f. A statement of your Firm's ability to sustain operations for up to 30 days between approved invoice and receipt of County payment.
- g. Describe the conditions and schedule for payment of your subcontractors.
- h. The Firm will be required to verify bonding capacity in a statement addressed to Galveston County from a certified bonding company, authorized to do business in the State of Texas. The statement must clearly state the amount of the Firms bonding capacity to be reserved for the Galveston County Elevation Projects.

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
GALVESTON COUNTY HOME ELEVATION CONSTRUCTION POOL
GALVESTON COUNTY, TEXAS**

3. METHODOLOGY | 30 POINT MAXIMUM

- a. Describe proposed methodology to perform the services as outlined in section D, Scope of Work, in this RFP.

4. REFERENCES | 10 POINT MAXIMUM

- a. Evidence of your company's experience in cost control, homeowner relationships, local building costs, quality of work, and compliance with work schedules. Please provide the following information:
 - Please provide a minimum of three (3) references of your company's history and past performance with engineer-designed elevation construction.

The remainder of this page intentionally left blank

**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
GALVESTON COUNTY HOME ELEVATION CONSTRUCTION POOL
GALVESTON COUNTY, TEXAS**

Q. REQUIRED DOCUMENTS CHECKLIST

By signing here, the firm does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **The proposer shall return this checklist with completed submittal.**

THE COMPANY OF: _____

ADDRESS: _____

FEIN (TAX ID): _____

The following documents shall be returned or confirmed with an "X" with solicitation submittals. Failure to do so may be ample cause for rejection of qualification submittal as non-responsive. It is the responsibility of the Proposer to ensure that Respondent has received all addenda.

ITEMS:	Confirmed (X)
1. Required Documents Checklist (this page)	
2. Addenda Acknowledgement (if any)	
3. One (1) original and two (2) copies of Proposer's Response if not submitting Electronically.	
4. ATTACHMENT A - Vendor Qualification Packet	
5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility	
6. ATTACHMENT C - Certification Regarding Lobbying Form	
7. ATTACHMENT D - Non-Collusion Affidavit	
8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel	
9. ATTACHMENT F - Prohibition on Contracts with Certain Companies	
10. ATTACHMENT G - Information for Notice	
11. ATTACHMENT H - Form 1295	

Person to contact regarding this qualification: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____



GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

57.

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

- 1) **Date of Request:** 2/24/2025
- 2) **Contract Type:** Expense
- 3) **Renewal Contract:** No
- 4) **Department Name:** Nuisance Abatement
- 5) **Department Contact:** Henry Porretto ext. 6084
- 6) **Description:** Abatement of Junked Vehicles Contract

- 7) **PEID No:** 705312
- 8) **Req No:**
- 9) **Orgkey:** 1101-293010
- 10) **Object Code:** 5481000
- 11) **Vendor:** Marty's Towing, LLC
- 12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

- 13) **Fund Name:** Nuisance Abatement
- 14) **Fund #:** 1101-293010
- 15) **Current Year Budgeted:** 10,000
- 16) **Current Year Projected:** 10,000
- 17) **Year 2:**
- 18) **Year 3:**
- 19) **Year 4:**
- 20) **Year 5:**
- 21) **Totals:** 10,000

To Be Completed by Purchasing Department

- 22) **Contract Start Date:** 3/3/2025
- 23) **Auto Renewal Contract:** No
- 24) **Bid No:** 25-032
- 25) **Contract End Date:** 3/2/2028
- 26) **Contract # Issued by Purchasing Department:** Bonfire # 205463

NOTES: HB1295 Requested

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Disapprove	2/24/25 1:46 pm
Notes:	This item requires a CAR		
2	Jimmy Fullen	Approve	2/24/25 3:33 pm
3	Melissa Fleming	Approve	2/24/25 3:49 pm
4	Rufus Crowder	Escalated	2/25/25 10:46 am
5	Tammy Dickey	Approve	2/25/25 10:47 am
6	Sergio Cruz	Approve	2/25/25 2:06 pm
7	Randall Rice	Approve	2/25/25 2:13 pm
8	Veronica Van Horn	Approve	2/26/25 12:31 pm



State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: CM205463

Solicitation Number: ITB 25-032, Abatement of Junked Vehicles

Term of Contract: Three (3) years with two (2), one (1) year extensions

Initial term (Services): Beginning date of the contract will be March 3, 2025. The contract will terminate on March 2, 2028.

Term of Completion (Construction or other time-specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ()
Year Two:	Yes (X) No ()
Year Three:	Yes () No (X)
Year Four:	Yes () No (X)

Contractor: Marty's Towing, LLC

Awarded as to addendum(s) (if applicable):

Addendum No. 1: () yes () no () n.a.
Addendum No. 2: () yes () no () n.a.
Addendum No. 3: () yes () no () n.a.

Payment Bond Required: () yes (X) no

Performance Bond Required: () yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

Martys Towing LLC
520 24th St
Galveston, Tx. 77550

County and Contractor agree as follows:

1. **Parts of Contract:** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. Employment Taxes: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. Initial Term and Options to Renew: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended, and pricing indicated on bid sheets remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. Cancellation: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. Covenant Against Contingent Fees: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. Subcontracting or Assignment: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. Novation and Change of Name Agreements: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. Force Majeure: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. Entirety of Agreement and Modification: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. Severability. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. Validity/Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. Governing Law: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. Benefit: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. Authority to Bind: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. Immunity Retained: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. Meaning of Words: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. Public Information Act: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the _____ day of _____, 20__.

Contractor:

Marty's Towing LLC

By:

Mason Arch

Date:

1-20-25

Galveston County

By:

Date:

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

21. **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the _____ day of _____, 20__.

Contractor:

Marty's Towing LLC

By:

Alfred Smith

Date:

1-20-25

Galveston County

By:

Date:

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

21. **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the _____ day of _____, 20__.

Contractor:

MARTY'S TOWING LLC

By:

M. Henry

Date:

1-20-25

Galveston County

By:

Date:

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

February 14, 2025

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

RE: ITB 25-032, Abatement of Junked Vehicles
Contract #CM205463

Gentlemen,

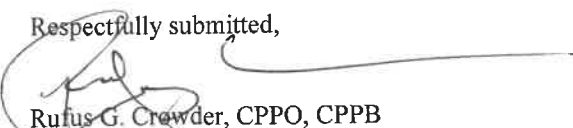
On February 14, 2025, bids were opened for ITB 25-032, Abatement of Junked Vehicles. One (1) bid was received from the following company:

- Marty's Towing, LLC Galveston, TX

It is requested that this bid be awarded to the lowest cost, best value, and qualified bidder that met the specifications, Marty's Towing, LLC.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,


Rufus G. Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston

Dickey, Tammy

From: Porretto, Henry
Sent: Friday, February 14, 2025 4:36 PM
To: Dickey, Tammy
Cc: Pope, Clayton; Villarreal, Melencio
Subject: ITB 25-032 Abatement of Junked Vehicles Bid Submittal
Attachments: 25-032 Marty's City Auto LLC.pdf

Ms. Dickey,

I have reviewed the ITB-25-032 Abatement of Junk Vehicles. It is the position of the Galveston County Sheriff's Office, and the Nuisance Abatement Division that we ACCEPT the document submitted by Marty's City Auto. We have no objection or operational concerns.

Respectfully,

Sgt. Henry Porretto



Sergeant Henry Porretto | MSSL, CPM, LCC
Administrative Division-Fleet Services-
Quartermaster-Nuisance Abatement
601 54th Street
Galveston, TX 77551
Office 409-770-6084
Cell # 409-682-2641

From: Perez, Jacquelyn <Jacquelyn.Perez@galvestoncountytexas.gov>
Sent: Friday, February 14, 2025 2:56 PM
To: Porretto, Henry <Henry.Porretto@galvestoncountytexas.gov>
Subject: FW: ITB 25-032 Abatement of Junked Vehicles Bid Submittal

Good Evening,

Sorry for the delay; I didn't realize you would also receive the submittal!

Please see attached the bid submittal received for ITB 25-032 Abatement of Junked Vehicles.

Thank you,

Jacquelyn Perez
Buyer
Galveston County Purchasing Department
722 Moody, 5th Floor
Galveston, TX 77550
409.770.5371

BID SUMMARY SHEET

BID #: 25-032
 OPEN: 02/14/2025
 2:00 PM

Abatement of Junked Vehicles

GALVESTON COUNTY, TEXAS

Item	Product Code	Description	Quantity	Units	VENDOR NAME: Matty's Towing LLC		VENDOR NAME:		VENDOR NAME:	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
0001	96890	ABATEMENT OF JUNKED VEHICLES	1	EA	\$25.00	\$25.00				
Total of all Items:						\$25.00				

**GALVESTON COUNTY
PURCHASING DEPARTMENT**



INVITATION TO BID

ITB 25-032

ABATEMENT OF JUNKED VEHICLES

BID DUE DATE: 02/14/2025

2:00 PM

***Rufus Crowder, CPPO, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372***



INVITATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

***The Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal. Potential Bidders must register through the online portal to participate electronically.

"Walk-in" or "mailed-in" proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at <https://galvestoncountytexas.bonfirehub.com/>.**

Purpose:

The County of Galveston is seeking a vendor to supply services for the Abatement of Junked Vehicles for the Sheriff's Office. One or more tow companies may be awarded a three (3) year contract with options for two (2), one (1) year renewals for the removal of junked vehicles and/or parts for the County of Galveston on streets or other property within Galveston County in accordance with applicable state and local laws.

Submittal Instructions:

Sealed bids in sets of three (3), one (1) single-sided unbound original and two (2) single-sided copies will be received in the office of the County Purchasing Agent until 2:00 PM, CST, on Friday, February 14, 2025, and opened immediately in that office in the presence of the Galveston County Auditor and the Purchasing Agent. Sealed bids are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372.

The timestamp clock located in the Purchasing Agent's office shall serve as the official timekeeping piece for this solicitation process. Any bid received after 2:00 PM CST on the specified date will be returned unopened. All bids must be marked on the outside of the envelope:

ITB #25-032, Abatement of Junked Vehicles

Bidders name, return address, and the enclosed label should be prominently displayed on the bid package for identification purposes.

Procurement Timeline:

A timeline for this ITB and initial process is included below. Galveston County reserves the right to amend these dates and will notify proposers of any changes via an addendum posted on the County's Purchasing Department's website.

- | | |
|---|--|
| • Advertise Solicitation (first date of publication) | Wednesday, January 15, 2025 |
| • Advertise Solicitation (second date of publication) | Wednesday, January 22, 2025 |
| • Questions Deadline | Wednesday, January 29, 2025 by 5:00 PM |
| • Submission Deadline/Bid Opening | Friday, February 14, 2025 at 2:00 PM |

Virtual Bid Opening

Interested parties may attend the Friday, February 14, 2025, 2:00 PM bid opening virtually by using the following link:

<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=m3e37f9dab8d4e618705e3925fc14dad7>

Plans and Specifications:

Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ <http://www.galvestoncountytexas.gov/county-offices/purchasing>

Pricing:

Submitted prices, if required and applicable, shall be either lump sum or unit prices as shown on bid sheets. The net price shall be delivered to Galveston County, including all freight, shipping, and license fees. Galveston County is tax-exempt, and no taxes should be included in proposal pricing.

Bond Requirements:

There is no bond required with this Invitation to Bid.

Debarment and Suspension:

To participate in this solicitation, respondent certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. All contractors/subcontractors that are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

The Galveston County Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to Galveston County with total respect the governing laws.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

Table of Contents

1.	BID PACKAGE	4
2.	BIDDER'S RESPONSIBILITY	4
3.	TIME FOR RECEIVING BIDS	5
4.	COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS	5
5.	BID OPENING	6
6.	WITHDRAWAL OF BID / FIRM BID RULE.....	6
7.	COMMISSIONERS' COURT.....	6
8.	REJECTION OF BIDS / DISQUALIFICATION	7
9.	RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS	7
10.	SUBSTITUTES / DESCRIPTION OF MATERIALS AND EQUIPMENT	7
11.	EXCEPTIONS TO BID CONDITIONS	8
12.	PRICING.....	8
13.	PROCUREMENT CARD (P-CARD) PROGRAM	8
14.	PASS THROUGH COST ADJUSTMENTS.....	8
15.	MODIFICATION OF BIDS	9
16.	PRE-BID CONFERENCE	9
17.	SIGNATURE OF BIDS.....	9
18.	AWARD OF BIDS – EVALUATION CRITERIA AND FACTORS	10
19.	DISPUTE AFTER AWARD / PROTEST.....	11
20.	PUBLIC INFORMATION ACT (F/K/A OPEN RECORDS ACT)	11
21.	BIDDER'S E-MAIL ADDRESSES – CONSENT TO DISCLOSURE.....	12
22.	RESULTANT CONTRACT	12
23.	CONTRACT TERM	13
25.	TERMINATION FOR DEFAULT	14
26.	TERMINATION FOR CONVENIENCE.....	14
27.	FORCE MAJEURE	14
28.	ESTIMATED QUANTITIES.....	15
29.	CONTRACTOR INVESTIGATION	15
30.	NO COMMITMENT BY COUNTY OF GALVESTON.....	15

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

31.	BID COSTS BORNE BY BIDDER.....	15
32.	BEST AND FINAL OFFERS (BAFO).....	15
33.	SINGLE BID RESPONSE	16
34.	CHANGES IN SPECIFICATIONS	16
35.	BID IDEAS AND CONCEPTS	16
36.	BID DISCLOSURES	16
37.	INDEMNIFICATION	16
38.	REQUIREMENT OF AND PROOF OF INSURANCE	17
39.	BID GUARANTEE	18
40.	PERFORMANCE AND PAYMENT BONDS (IF REQUIRED)	19
41.	PATENT AND COPYRIGHT PROTECTION	20
42.	CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ)	20
43.	DISCLOSURE OF INTERESTED PARTIES/FORM 1295	21
44.	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM.....	22
45.	TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED	23
46.	VERIFICATION NOT TO BOYCOTT ISRAEL	23
47.	SOVEREIGN IMMUNITY	24
48.	CONTROLLING LAW AND VENUE	24
49.	MERGERS, ACQUISITIONS	24
50.	DELAYS.....	25
51.	ACCURACY OF DATA	25
52.	SUBCONTRACTING/ASSIGNMENT	25
53.	INDEPENDENT CONTRACTOR	25
54.	MONITORING PERFORMANCE	25
55.	SUBJECT TO APPROPRIATION OF FUNDS.....	25
56.	CONTRACTS SUBJECT TO GRANT FUNDING.....	26
57.	PROCUREMENT ETHICS.....	26
58.	NON-COLLUSION AFFIDAVIT	28
59.	CERTIFICATION REGARDING LOBBYING – COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871	28
60.	NON-DISCRIMINATION	29

GENERAL PROVISIONS

INFORMATION TO BID

ABATEMENT OF JUNKED VEHICLES

GALVESTON COUNTY, TEXAS

61.	RECORD RETENTION AND RIGHT TO AUDIT	30
62.	TITLE VI ASSURANCES/TXDOT	30
63.	ASSURANCES FOR CONSTRUCTION PROGRAMS - TEXAS GENERAL LAND OFFICE (GLO) 31	
64.	GENERAL AFFIRMATIONS – TEXAS GENERAL LAND OFFICE (GLO)	34
65.	SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT	41
66.	ANTITRUST	41
67.	LABOR STANDARDS.....	41
68.	PROCUREMENT STANDARDS -	41
69.	PROCUREMENT LAWS	53
70.	SECTION 3 CLAUSE (§ 135.38) – HOUSING AND URBAN DEVELOPMENT (HUD)	58
71.	REQUIRED CONTRACT PROVISIONS.....	60
72.	NON-EXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS – TEXAS GENERAL LAND OFFICE (GLO)	78
73.	SPECIAL CONDITIONS – TEXAS GENERAL LAND OFFICE (GLO)	81
74.	ENERGY EFFICIENCY (42 U.S.C. 6201 AND 2 CFR 200 APPENDIX II (H))	86
75.	LEAD AND ASBESTOS	86
76.	USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APROVAL	86
77.	FEDERAL GOVERNMENT NOT A PARTY	86
78.	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS	86
79.	ACKNOWLEDGMENT OF GOVERNMENT RECORD.....	86
80.	COMPLIANCE WITH GALVESTON COUNTY PURCHASING POLICIES AND PROCEDURES 87	
81.	ENTIRETY OF AGREEMENT AND MODIFICATION.....	87
82.	NOTICE	88

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

The Special Provisions and the General Provisions of this Invitation to Bid and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

This solicitation is issued under the general guidance and mandates as referenced in the *Texas Local Government Code, SUBCHAPTER C. COMPETITIVE BIDDING IN GENERAL, Sec. 262.021. SHORT TITLE. This subchapter may be cited as the County Purchasing Act.*

Interested parties are requested to familiarize themselves with these provisions as well as the entire General and Special Provision sections of this document prior to participating and submitting a response to this request.

1. BID PACKAGE

*The Invitation to Bid, General and Special Provisions, drawings, specifications/line-item details, contract documents, addenda (if any), and the Bid are all part of the Bid package and Resultant Contract. **Bids must be submitted in sets of three (3), one (1) unbound single-sided original, and two (2) single-sided copies,** on the forms provided by the County if County forms are provided and shall include the Bid sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the Bid sheets/contract page(s) may disqualify the Bid from being considered by the Commissioners' Court. Any individual signing on behalf of the Bidder expressly affirms that he or she is duly authorized to tender this Bid and to sign the Bid under the terms and conditions in this request for Bid on behalf of the Bidder and to bind the Bidder to the terms and conditions of this request for Bid and the Bidder's response hereto.*

Bidder further understands that Bidders' signing of the contract shall be of no effect unless the contract is subsequently awarded by the Commissioners' Court and the contract properly executed by the Commissioners' Court.

All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price shall prevail.

Each Bidder is required to thoroughly review this entire Invitation to Bid package to familiarize themselves with the Bid procedures, the plans and specifications for the requested work, as well as the terms and conditions of the contract the successful Bidder will execute with the County.

2. BIDDER'S RESPONSIBILITY

The Bidder must affirmatively demonstrate its responsibility. The Bidder must also meet the following minimum requirements:

- A. have adequate financial resources or the ability to obtain such resources as required;
- B. be able to comply with all federal, state, and local laws, rules, regulations, ordinances, and orders regarding this request for Bid;
- C. have a satisfactory record of performance;
- D. have a satisfactory record of integrity and ethics; and
- E. be otherwise qualified and eligible to receive an award.

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

3. TIME FOR RECEIVING BIDS

Bids may be submitted by mail or hand delivery and **must be submitted only to the Galveston County Purchasing Agent**. If by delivery, the Bidder must deliver the Bid to the reception desk in the County Purchasing Agent's Office. The delivery and mailing instructions for the Galveston County Purchasing Agent are the following:

**Rufus Crowder, CPPO CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550**

Bids will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions section of this solicitation. Bids must be received by the County Purchasing Agent on or before the deadline for the opening of the Bids. **For clarity, mailing date/postmark is not sufficient – Bids must be received by the County Purchasing Agent on or before the deadline.** Late Bids will not be accepted and will be returned to the Bidder unopened. Bids received prior to the submission deadline will be maintained unopened until the specified time for opening.

The County Purchasing Agent will accept Bids from 8:00 a.m. to 5:00 p.m. on each business day up to the submission deadline. Business days do not include Saturdays and Sundays, and do not include other days in which the County is closed for business in observance of holidays or for other reasons.

The time-stamp clock within the County Purchasing Agent's Office shall be the official time clock for the purpose of this solicitation and thus shall be the determinant of whether the Bid was timely received.

The Bidder should prominently identify the procurement number and name on the outside of the envelope/ mailing package. If the Bidder fails to identify the request for Bid number and name on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the solicitation number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a Bid.

If a Bid is not submitted, return this Request for Bid and state reason (s), otherwise your name may be removed from the Purchasing Agent's mailing list.

4. COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS

To prevent biased evaluations and to preserve the competitiveness and integrity of the procurement process, **Bidders are to direct all communications regarding this invitation to bid only to the Galveston County Purchasing Agent**, unless otherwise specifically noted.

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the Bid of the firm found to be in non-compliance.

GENERAL PROVISIONS
INFORMATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

All questions regarding this Invitation to Bid must be submitted in writing to:

Rufus Crowder, CPPO CPPB
Purchasing Agent
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997
E-mail: purchasing.bids@co.galveston.tx.us

All questions received and the responses thereto will be mailed, emailed, or faxed to all prospective Bidders by addendum. No inquiries except clarification of instructions will be addressed by telephone.

Bidder is advised to carefully review this Invitation to Bid – it provides specific information necessary to aid participating firms in formulating a thorough response. Bidder's failure to examine all documents shall not entitle the Bidder to any relief from the conditions imposing in the Invitation to Bid and the resultant contract.

An authorized person from the Bidder must sign the Bid. This signatory must be a person from the submitting firm who is duly authorized to tender and sign the Bid on behalf of the Bidder and to bind the Bidder to the terms and conditions of this Request for Bid, the Bidder's response, and all other terms and conditions of the contract. By this signature, the Bidder further acknowledges that the Bidder has read the request for Bid and Bid documents thoroughly before submitting a Bid and will fulfill the obligations in accordance with the terms, conditions, and specifications detailed herein.

5. BID OPENING

The Purchasing Agent shall open the Bids on the date and time specified herein. Bids shall be opened in a manner that avoids disclosure of the contents to competing offerors and that keeps the Bids secret during negotiations. The Purchasing Agent will examine Bids promptly and thoroughly. **Upon opening, no Bid may be withdrawn for a period of sixty (60) calendar days after the Bid opening date.**

6. WITHDRAWAL OF BID / FIRM BID RULE

Bidders may request withdrawal of their sealed Bid prior to the scheduled Bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No Bids may be withdrawn for a period of sixty (60) calendar days after opening of the Bids.

7. COMMISSIONERS' COURT

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

8. REJECTION OF BIDS / DISQUALIFICATION

Galveston County, acting through its Commissioners' Court, reserves the right to:

- reject any and all Bids in whole or in part received by reason of this request for Bid;
- waive any informality in the Bids received;
- disregard the Bid of any Bidder determined to be not responsible;
- disregard the Bid of any Bidder determined to have not submitted its Bid timely; and/or
- discontinue its efforts for any reason under this request for Bid package at any time prior to actual execution of contract by the County.

Bidders may be disqualified, and rejection of Bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the Bid forms furnished by the County, if applicable;
- B. Lack of signature by an authorized representative of Bidder;
- C. Failure to properly complete the Bid;
- D. Engaging in communications regarding this procurement during the pendency of this procurement with County officials and/or personnel who are not within the Purchasing Department;
- E. Failure to meet the mandatory requirements of this request for Bid; and/or
- F. Evidence of collusion among Bidders.

9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective Bidder to review the entire request for Bid packet and to notify the Purchasing Agent if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any protest or question(s) regarding the specifications or Bid procedures must be received in the Purchasing Agent's Office not less than seventy-two (72) hours prior to the time set for Bid opening. Bidders are to submit their Bid as specified herein or propose an approved equal.

10. SUBSTITUTES / DESCRIPTION OF MATERIALS AND EQUIPMENT

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. For clarification, "new" includes products containing recovered materials that are EPA-designated items and additionally see Section 63 of these General Provisions on contracts involving federal funds. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if Bidder desires to use any substitutions, prior written approval must be obtained from the Purchasing Agent and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Bidder, by submission of its Bid, certifies that if awarded any portion of this procurement, the Bidder will supply only material and equipment that is 100% asbestos free.

GENERAL PROVISIONS
INFORMATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

11. EXCEPTIONS TO BID CONDITIONS

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this request for Bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the Bid. If no exceptions are stated, it will be understood that all general and special conditions will be complied with, without exception.

The Bidder must specify in its Bid any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the Bid and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other Bidders.

12. PRICING

Bids will be either lump sum or unit prices as shown on the Bid sheets if included. The net priced items will be delivered to Galveston County, including all freight, shipping, and delivery charges. Galveston County is a tax-exempt local government of the State of Texas, therefore, no taxes shall be included with submitted pricing.

Cash discount must be shown on the Bid, otherwise prices will be considered net. Unless prices and all information requested are complete, the Bid may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

13. PROCUREMENT CARD (P-CARD) PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to a vendor by credit card. This method typically results in substantially faster bill payments, sometimes within three (3) to five (5) days of the actual transaction date. All transaction fees from the card provider are to be paid by the successful contractor. If awarded company will accept payment via credit card (Visa, MasterCard, etc.), this should be notated in the Bid submittal.

14. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances, Contractor prices shall remain firm throughout the contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage or oil embargo.

In extreme extenuating circumstances, Contractors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass-through cost increase will not be considered unless a Contractor's cost for the Contractor's product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) calendar days. Costs that historically are anticipated to rise over a period of time (for example only, such as wages or insurance costs) do not qualify for pass through. If a Contractor

GENERAL PROVISIONS
INFORMATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

thinks he will be asking for a pass-through cost adjustment during the term of the contract, then the original cost of the product to Contractor must be stated in Contractor's original Bid.

A request for a pass-through cost does not guarantee that one will be granted. Contractors must submit such information on each request as required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case-by-case basis and if valid submit the request to the Commissioners' Court for authorization and determination of the appropriateness of each request as well as amount and duration of increase. Contractors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Contractor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in Contractor's original cost for the product as such cost is reflected in Contractor's original Bid or the duration exceed a period of sixty (60) calendar days. In addition, should the cost, during the period of the pass through, return to normal or decrease to below pre pass through prices, appropriate downward adjustments shall be made. No more than one pass through adjustment will be permitted per year.

15. MODIFICATION OF BIDS

A Bidder may modify a Bid by letter at any time prior to the submission deadline for receipt of Bids. Modification requests must be received by the Purchasing Agent prior to the submission deadline. Modifications made before opening time must be initialed by Bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same.

16. PRE-BID CONFERENCE

A pre-bid conference for the purpose of discussing contract requirements and answering questions of prospective Bidders may be conducted in this procurement. A pre-Bid conference may be mandatory or voluntary. If the pre-bid conference is mandatory, then the County is authorized to condition acceptance of a Bid on compliance with attendance. The Special Provision section of this procurement shall specify if a pre-bid conference is to be held and shall specify whether the pre-bid conference is mandatory or voluntary. Regardless of whether the pre-Bid conference is mandatory or voluntary, only a principal, officer, or employee of the Bidder may represent the Bidder at the pre-bid conference and no person may represent more than one Bidder at the pre-bid conference.

17. SIGNATURE OF BIDS

Each Bid shall give the complete name of the Bidder and the mailing address of the Bidder and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each Bid shall include the Bidder's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and Bid response sheets may disqualify the Bid from being considered by the County. The person signing on behalf of the Bidder expressly affirms that the person is duly authorized to tender the Bid on behalf of the Bidder and to sign the Bid sheets and contract under the terms and conditions of this Invitation to Bid and to bind the Bidder hereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

18. AWARD OF BIDS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible Bidder whose Bid is determined to be the lowest and best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Bid. **The proposed cost to the County will be considered firm and cannot be altered after the submission deadline, unless the County invokes its right to request a best and final offer.**

“Lowest and best” means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

In determining the lowest and best bid for a contract for the purchase of earth-moving, material-handling, road maintenance, or construction equipment, the Commissioners’ Court may also consider the information submitted under Section 262.0255 of the Local Government Code; and in determining the lowest and best bid for a contract for the purchase of road construction material, the Commissioners’ Court may consider the pickup and delivery locations of the bidders and the cost to the county of delivering or hauling the material to be purchased. The Commissioners’ Court may award contracts for the purchase of road construction material to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material.

Each Bidder, by submitting a Bid, agrees that if its’ Bid is accepted by the Commissioners’ Court, the Bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this Bid, including but not limited to the best and final offer if applicable, and the contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County Purchasing Agent. The contractor will perform all services indicated in the Bid in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners’ Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners’ Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County’s legal counsel prior to being signed by the County’s authorized representatives.

The County of Galveston reserves the right to accept Bids on individual items listed, or group items, or on the Bid as a whole; to reject any and all Bids; to waive any informality in the Bids; to disregard Bids that are not submitted timely; to disregard the Bids of Bidders determined to be not responsible; and to accept the Bid that appears to be in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written Bid.

In determining and evaluating the best Bid, the pricing component may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered along with any other relevant items.

The County reserves the right to reject any or all Bids in whole or in part received by reason of this Request for Bid and may discontinue its efforts under this Request for Bid for any reason or no reason or solely for the County’s convenience at any time prior to actual execution of the contract by the County.

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

A Bidder whose Bid does not meet the mandatory requirements set forth in this request for Bid will be considered non-compliant.

The invitation to submit a Bid which appears in the newspaper, or other authorized advertising mediums, these general provisions, the special specifications which follow, the Bid sheets, forms, and any addenda issued are all considered part of the Bid and resultant contract.

Each Bidder, by submitting a Bid, agrees that if its Bid is accepted by the Commissioners' Court, such Bidder will furnish all items and services upon the terms and conditions in this request for Bid and the resultant contract.

Notice of contract award is anticipated to be made within ninety (90) days of opening of Bids to the lowest responsive and responsible contractor, whose Bid complies with all the requirements in the request for Bid.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Section 37, Requirement of and Proof of Insurance, or if different, then as described within the Special Provisions or resultant contract.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Purchase Orders, Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letters of Credit (if required) have been approved by the County of Galveston and the Contractor has received notice to proceed in writing and an executed copy of the contract from the County Purchasing Agent.

19. DISPUTE AFTER AWARD / PROTEST

Any actual or prospective Bidder who is allegedly aggrieved in connection with this procurement or award of a contract resulting therefrom may protest. The protest shall be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests unless this procedure is followed.

20. PUBLIC INFORMATION ACT (f/k/a Open Records Act)

The Bidder acknowledges that the County is a government body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the provisions of the Public Information Act.

If Bidder considers any of its submitted information to be proprietary in nature, trade secret, or otherwise confidential, then it must clearly and conspicuously mark such information as proprietary, trade, secret, or confidential. By the submission of its Bid, Bidder expressly affirms that it has clearly and conspicuously marked any information within its submission that Bidder considers confidential, proprietary, and/or trade secret.

In the event the County receives a request for information under the Public Information Act seeking information that the Bidder has marked as confidential, proprietary, and /or trade secret, then the County

GENERAL PROVISIONS
INFORMATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

agrees that it shall provide notice to the Bidder of the request for information and the request for decision process under the Public Information Act. Thus, the County will submit the initial correspondence to the Texas Attorney General – however, the burden is and shall be on the Bidder to submit correspondence to the Attorney General if the Bidder wishes its information to be withheld. Bidder is deemed to have knowledge of the Public Information Act. **By the submission of its Bid, Bidder expressly acknowledges that the burden to withhold its' information from public disclosure lays with the Bidder;** thus, Bidder further acknowledges and agrees that it shall submit comments to the Texas Attorney General in the request for decision process if Bidder wishes to have its' information withheld from public disclosure.

21. BIDDER'S E-MAIL ADDRESSES – CONSENT TO DISCLOSURE

Notwithstanding the foregoing Section 20, Bidder acknowledges and agrees that the confidentiality of any and all email addresses Bidder uses or discloses in communicating with the County are **open to the public** in accordance with Section 552.137 of the Government Code and Bidder consents to the release of its email addresses.

22. RESULTANT CONTRACT

Bidder should submit a proposed contract / agreement with its response, or its sample material terms and conditions for review and consideration.

It is the intent of this solicitation to enter a contract that meets State and Federal guidelines. It is imperative that all responders seeking a contract under this solicitation effort, familiarize and adhere to the requirements of the General Provisions, Special Provisions, and the procurement standards as referenced in 2 C.F.R. Part 200, Sections 200.317-200.326, and Appendix II, 2 C.F.R. Part 200. Sections 200.317–200.326 and Appendix II are referenced in the General Provisions section of this solicitation.

The resultant contract consists of the following documents: Invitation to Bid, General Provisions, Special Provisions, General Terms and Conditions (including specifications, drawings, and addenda), Bidder's Bid, Bid Sheets, contract award, and any other documents referenced herein or attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications.

The Galveston County Commissioners Court, and/or authorized designees will be responsible for negotiating with the successful contractor, the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies and Procedures.

Amendments will also be brought to Galveston County Commissioners' Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

Bidder shall correctly and fully execute the resultant contract first. After this, the contract shall be set for consideration by the Commissioners' Court. If the Commissioners' Court authorizes the execution of the contract, the resultant contract shall become effective upon the Commissioners' Court execution of same, provided that the contract is executed by all parties to the contract. Contract documents shall consist of the contract, the General and Special Provisions, drawings, solicitation package (including best and final offer(s) if such is utilized), any addenda issued, and any change orders issued during the work. If

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

applicable to the attached Bid. Bidder must sign three (3) original contracts and return all three with their Bid submittal.

The Contractor shall procure all permits, licenses, certificates, or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution and completion of the work under the resultant agreement.

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on County property by the contractor.

The resultant agreement is considered a non-exclusive agreement between the parties.

The successful contractor hereby certifies that this agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by The resultant agreement and is in all respects fair and without collusion or fraud. As to Contractor, the successful contractor hereby warrants and certifies that he/she is authorized to enter into this agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

The agreement, including the General and Special Conditions and all amendments or addenda issued by the county, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the resultant agreement shall be deemed to exist or to bind either party hereto.

To satisfy cost reasonableness responsibilities at the time of any extension period, the County of Galveston reserves the right to obtain additional quotes and current pricing information from the successful contractor and other contractors to perform the work as stated per the specification listed herein and in the resultant. The solicited results may be used by the County to determine if the contract extensions will be considered, or other service options be utilized.

23. CONTRACT TERM

The term of the resultant contract will begin on the date of full execution or the execution by the Commissioners' Court, whichever is later, and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

24. COLLATERAL CONTRACT

The County reserves the right to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

25. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) business days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) business days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Bidder of the provisions of the contract shall be issued by the County through its Legal counsel, and all replies shall be made in writing to the County's legal counsel. Notices issued by or issued to anyone other than the County's legal counsel shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of Bids or further negotiations. At a minimum, Bidder shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs, and attorney fees.

In the event of Termination for Default, Galveston County, its agents, or representatives shall not be liable for loss of any profits anticipated to be made by Bidder.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event Bidder:

- A. Fails to meet delivery or completion schedules; and/or
- B. Fails to otherwise perform in accordance with the accepted Bid and the contract.

26. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) calendar days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. As well, County may terminate this contract upon thirty (30) calendar days prior written notice for any reason resulting from any governmental law, order, ordinance, regulation, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Bidder should this contract be terminated early.

27. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome, and which substantially interferes with operations.

28. ESTIMATED QUANTITIES

Any reference to quantities shown in the request for Bid is an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

29. CONTRACTOR INVESTIGATION

Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. Bidder shall exercise due diligence and is further charged with knowledge of the local, State, and Federal laws, rules, and regulations applicable to this contract. If the Bidder receives an award as a result of its Bid submission in this procurement, the Bidder's failure to have made such investigations and examinations will in no way relieve the Bidder from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation and/or for excused nonperformance.

30. NO COMMITMENT BY COUNTY OF GALVESTON

This request for procurement does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a Bid in response to this request for Bid and does not commit the County of Galveston to procure or contract for services or supplies.

31. BID COSTS BORNE BY BIDDER

Galveston County shall not be liable for any costs incurred by Bidder in preparation, production, or submission of a Bid, including but not limited to best and final offer if applicable. As well, Galveston County shall not be liable for any work performed by Bidder prior to issuance of fully executed contract and properly issued notice to proceed. Galveston County shall not be liable for any costs incurred by Bidder by reason of attending a pre-Bid conference. Galveston County shall not be liable for any costs incurred by Bidder by reason of the County invoking use of best and final offers.

32. BEST AND FINAL OFFERS (BAFO)

In acceptance of Bids, the County reserves the right to negotiate further with one or more of the Bidders as to any features of their Bids and to accept modifications of the work and price when such action will be in the best interest of the County. This includes, but is not limited to, the solicitation of a Best and Final Offer from one or more of the Bidders. If a Best and Final Offer is invoked, this allows acceptable Bidders the opportunity to amend, change, or supplement their original Bid. Bidders may be contacted in writing by the Purchasing Agent, requesting that they submit their Best and Final Offer. Any such Best and Final Offer must include discussed and negotiated changes.

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

33. SINGLE BID RESPONSE

If only one Bid is received in response to the request for Bid, a detailed cost Bid may be requested of the single Bidder. A cost-price analysis and evaluation and/or audit may be performed of the cost Bid to determine if the price is fair and reasonable.

34. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this Bid, a written notice of such revision will be provided to all Bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees or officials, unless such clarification or change is provided to Bidders in a written addendum from the Purchasing Agent. Bidders are advised to inquire prior to the submission deadline as to whether any addenda to this request for Bid have been issued, as the successful Bidder will be required to abide by such addenda.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of Bids. Such revisions and amendments, if any, shall be announced by form of addenda. Copies of such addenda (or addendum in the event only one addendum is issued in the procurement) shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's request for Bid list for this material/service or those who have obtained documents from the Purchasing Agent's Office subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of Bids may be postponed by such number of days as in the opinion of the County shall enable prospective contractors to revise their Bids. In any case, the Bid opening shall be at least seven (7) business days after the last revising or amendment addendum and the addendum shall include an announcement of the new date, if applicable, for the opening of Bids.

35. BID IDEAS AND CONCEPTS

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any Bid.

36. BID DISCLOSURES

While this procurement is pending, the names of those who submitted Bids will not be made public unless in conformity with the County Purchasing Act. Likewise, no pricing, staffing, or other contents of the Bid information will be released unless in conformity with the County Purchasing Act. Bidders are requested to withhold all inquiries regarding their Bid or other submissions until after an award is made. No communication is to be had with any County employee or official, other than the County Purchasing Agent, regarding whether a Bid was received - violations of this provision may result in the rejection of a Bid.

37. INDEMNIFICATION

The contractor agrees to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof, arising out of or in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees,

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

agents or any person(s), in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

38. REQUIREMENT OF AND PROOF OF INSURANCE

The successful Bidder shall furnish evidence of insurance to the County Purchasing Agent and shall maintain such insurance as required hereunder or as may be required in the Special Provisions or resultant contract, if different. Contractor shall obtain and thereafter continuously maintain in full force and effect, Commercial General Liability insurance, including but not limited to bodily injury, property damage, and contractual liability, with combined single limits as listed below or as may be required by State or Federal law, whichever is greater.

- A. For damages arising out of bodily injury to or death of one person in any one accident:
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident:
THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS.
- C. For any injury to or destruction of property in any one accident:
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Galveston County shall be listed as the additional insured on policy certificates and shall be provided with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent.

Proof of renewal/replacement coverage shall be provided prior to the expiration, termination, or cancellation date of any policy and Galveston County shall be named as an additional insured on any such renewal/replacement coverage and a certificate of insurance showing such shall be provided to the

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

Purchasing Agent. Said insurance shall not be cancelled, permitted to expire, or changed without at least thirty (30) days prior written notice to the County.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided prior to the expiration, termination, or cancellation date of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

Workers' Compensation Insurance: Successful Bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its' employees, including but not limited to full time, part time, and emergency employees employed by the successful Bidder. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful Bidder to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Bidder shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of receiving notification from the County Purchasing Agent that the contract is being activated. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Bidder shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide Bidder with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Bidder shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Bidder.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder.

Subrogation Waiver. Bidder and Bidder's insurance carrier waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from Bidder's performance under this agreement.

39. BID GUARANTEE

Unless specified differently within the Special Provisions of this procurement, each Bidder shall be required to submit a Bid guarantee with its Bid as required within this Section.

Evidencing its firm commitment to engage in contract if Bidder is selected for award of contract, each Bidder is required to furnish with their bid a cashier's check or an acceptable Bidder's bond (generally, a bid bond) in the amount of five percent (5%) of the total contract price. If Bidder is using a bond, then the

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the Bid guarantee in the proper form and amount, by the time set for opening of Bids may be cause for rejection of the Bid.

The cashier's check or Bidder bond (as applicable) will be returned to each respective unsuccessful Bidder(s) after the Commissioners' Court award of contract and shall be returned to the successful Bidder upon the completion and submission of all contract documents. Provided however, that the cashier's check or Bidder bond will be forfeited to the County as liquidated damages should successful Bidder fail to execute the contract within thirty (30) days after receiving notice of the acceptance of its Bid.

40. PERFORMANCE AND PAYMENT BONDS (if required)

Successful Bidder, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety authorized to write surety bonds in the State of Texas and in accordance with Chapter 3503 of the Insurance Code (codified in 2005 and originally within Section 1, Chapter 87, Acts of the 56th Leg., R.S., 1959, and in Article 7.19-1, Vernon's Texas Insurance Code).

The performance and payment bonds must each clearly and prominently display on the bond or on an attachment to the bond:

- a.) The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- b.) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free-telephone number.

The performance bond shall be solely for the protection of Galveston County, in the full amount of the contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply labor or material, and in the amount of the contract.

The payment and performance bonds required to be furnished herein must be furnished before the contractor begins work and are a requirement for issuance of a Notice to Proceed. Such bonds must be furnished to the Galveston County Purchasing Agent within thirty (30) calendar days after the date of the full execution of the contract or, if applicable, as required under Chapter 2253, Government Code, whichever is earlier. Contractor's failure to provide the required payment and performance bonds within such time period shall constitute an event of default under this contract. Contractor shall not commence work until all applicable certificates of insurance, performance bonds, and payment bonds have been received and approved by the County Purchasing Agent and the Contractor receives notice to proceed in writing that has been issued by the County Purchasing Agent.

Additionally, if this request for Bid is for the award of a public works contract, then compliance with Chapter 2253 of the Texas Government Code, which is known as the McGregor Act, is mandatory. Performance and payment bonds are required to be furnished in accordance with Chapter 2253 of the Texas

GENERAL PROVISIONS
INFORMATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

Government Code • Bidder should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

41. PATENT AND COPYRIGHT PROTECTION

The Bidder agrees at its sole expense to protect the County from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. **Bidder shall indemnify and save harmless the County of Galveston, its officers, employees, and agents, from liability of any nature and kind whatsoever, including without limitation cost and expenses, for or on account of any copyrighted, trademarked, trade secret, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, or other intellectual property rights, including its use by the County.** Bidder also agrees that if Bidder is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by Bidder.

42. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ)

Bidder may be required under Chapter 176 of the Texas Local Government Code to complete and file a Conflict-of-Interest Questionnaire (CIQ Form). The CIQ Form pertains to business relationship, gift giving and family relationship reporting. If Bidder is required to file a CIQ Form, then **the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.**

Business relationship. If Bidder has an employment or other business relationship with a local government officer of Galveston County or with a family member of a local government officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

Gift-giving. If Bidder has given a local government officer of Galveston County or a family member of a local government officer of Galveston County one or more gifts with an aggregate value of more than one-hundred dollars (\$100.00) during the preceding 12-months, then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

Family member. For purposes of the business relationship and gift giving reporting requirements, a “family member” means a person related to another person with the first degree of consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code. Examples of persons within the first degree by consanguinity or affinity include a son, daughter, father, mother, spouse, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepson, stepdaughter, stepmother, and stepfather.

Family relationship. If Bidder has a “family relationship” with a local government officer of Galveston County then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether Bidder has a business relationship or has given gifts to the local government officer or a family member of the local government officer. For this purpose, “family relationship” means Bidder is related within the third degree by consanguinity or the second degree by affinity, as those terms are defined under Chapter 573 of the Texas Government Code, to a local government officer of Galveston County. Examples of such relationships include a son, daughter, mother, father, brother, sister, grandchild, great-grandchild, grandparent, great-grandparent, niece, nephew, uncle, aunt, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse’s grandchild, spouse’s grandparent, grandparent’s spouse, grandchild’s spouse, stepson, stepdaughter, stepmother, and stepfather.

GENERAL PROVISIONS
INFORMATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

Bidder must file its original CIQ Form with the Galveston County Clerk. The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Bidder is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (**not the Purchasing Agent**).

For Bidder's convenience, a blank CIQ Form is enclosed with this Bid package. Blank CIQ Form(s) may also be obtained by visiting the Purchasing Agent's website. This website is linked from the Galveston County homepage, at <http://www.galvestoncountytexas.gov>.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Bidder's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Bidder is required to file by the requirements of Chapter 176 of the Local Government Code. Bidder is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code, and the failure to file may be grounds to void the contract, if Bidder is awarded a contract.

If Bidder has any questions about compliance with Chapter 176, Bidder may wish to consult its' legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

43. DISCLOSURE OF INTERESTED PARTIES/FORM 1295

Under Section 2252.908 of the Government Code, any business entity that enters into a contract with Galveston County that requires the approval of the Commissioners' Court must submit a "Disclosure of Interested Parties" to the County prior to the execution of the contract. This form, the "Disclosure of Interested Parties" form was promulgated by the Texas Ethics Commission and is the "Form 1295". **This procurement is subject to these requirements.**

The Texas Ethics Commission was charged with promulgating rules to implement Section 2252.908 of the Government Code. The rules adopted by the Texas Ethics Commission are located at Sections 46.1, 46.3, and 46.5 of Title 1 of the Texas Administrative Code. Thus, the law covering these requirements is located at Section 2252.908 of the Government Code, and in Title 1, Sections 46.1, 46.3, and 46.5 of the Texas Administrative Code.

The Texas Ethics Commission's website is: www.ethics.state.tx.us. The area of the Texas Ethics Commission website pertaining to Form 1295 is:

GENERAL PROVISIONS
INFORMATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Form 1295 must be completed electronically through the Texas Ethics Commission website (handwritten forms are not allowable). Once the business entity has completed their electronic filing of Form 1295, then the business entity must print out the electronically completed form, and sign and notarize the Form 1295. Once Form 1295 is signed and notarized, the business entity must submit their completed, signed, and notarized Form 1295 to the Galveston County Purchasing Agent.

Successful Bidder is and shall be subject to these requirements, and no resultant contract may be executed by the Commissioners' Court until the completed, signed, and notarized Form 1295 is on file with the County Purchasing Agent.

No portion of the Form 1295 process commits the County to any type of award of contract whatsoever.

After the Purchasing Agent's Office receives the completed, signed, and notarized Form 1295, the Purchasing Department representative will, within 30 days, go to the Texas Ethics Commission website to submit electronic confirmation of the County's receipt of the completed, signed, and notarized Form 1295.

- 44. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM**
Bidder certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Contractor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Contractor acknowledges that Contractor's uncured failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA, or HUD (as applicable), and other Federal and State entities. Further, Bidder has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of its Bid.

The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of Bidder's Bid and is a mandatory requirement of this request for Bid. Bidder's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this request for Bid and grounds for the rejection of Bidder's Bid.

Bidder shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the contractor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in addition to the remedies available to Galveston County and the State agency administering this grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor.

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

If the contract to be awarded pursuant to this procurement involves the use of Federal funds, then Bidder must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to this procurement.

Information regarding the SAM is available at:

<http://www.federalcontractorregistry.com/?gelid=CIG1hf2rr8wCFYkCaQoducANZw> or at
<https://www.sam.gov/portal/SAM/#1>.

No contract involving the use of Federal funds may be awarded to any Bidder unless and until such registration is current and in good standing under SAM. If this contract involves the use of Federal funds, then Bidder must enclose proof of such SAM registration within its response, which is also a mandatory requirement of this procurement. Failure to enclose such proof shall be considered non-compliance with the requirements of this procurement and grounds for the rejection of Bidder's response to this procurement (i.e., bid, Bid, or qualifications statement, as applicable).

45. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED

(Texas Government Code 2252.151; 2252.152) Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

(1) "**Company**" has the meaning assigned by Section 806.001.

(2) "**Foreign terrorist organization**" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3) "**Governmental contract**" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

(4) "**Governmental entity**" has the meaning assigned by Government Code, Section 2252.001.

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

46. VERIFICATION NOT TO BOYCOTT ISRAEL

Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:

(1) "**Boycott Israel**" has the meaning assigned by Section 808.001.

(2) "**Company**" has the meaning assigned by Section 808.001; except that the term does not include a sole proprietorship.

GENERAL PROVISIONS
INFORMATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

(2) "Governmental entity" has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

As required by GOVERNMENT CODE, CHAPTER 2271, **CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel throughout the term of this Agreement.** For the purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

47. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

48. CONTROLLING LAW AND VENUE

Bidder acknowledges and agrees that the contract is and shall be governed and construed by the laws of the State of Texas and that venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

49. MERGERS, ACQUISITIONS

The Bidder shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a Bid is submitted.

If subsequent to the award of any contract resulting from this request for Bid the Bidder shall merge or be acquired by another firm, the following documents must be submitted to the County:

- A. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
- B. New entity's Federal Identification Number (FEIN);
- C. New entity's proposed operating plans;
- D. New entity's proof of registration in SAM for contracts involving Federal funds;
- E. New entity's certification regarding debarment;
- F. New entity's certification regarding lobbying; and
- G. W-9 Form for new entity

GENERAL PROVISIONS
INFORMATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

Moreover, Bidder is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder has actual knowledge of the anticipated merger or acquisition. The New Bidder's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

50. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Bidder agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Bidder attributed to these delays, should any occur. In addition, Bidder agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

51. ACCURACY OF DATA

Information and data provided through this request for Bid are believed to be reasonably accurate.

52. SUBCONTRACTING/ASSIGNMENT

Bidder shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of the County acting by and through its Commissioners' Court. Such consent, if granted, shall not relieve the Bidder of any of its responsibilities under this contract.

53. INDEPENDENT CONTRACTOR

Bidder expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Bidder or Bidder's subcontractors perform in providing the requirements stated in the request for Bid.

54. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Bidder's work in every respect. In this regard, the Bidder shall provide its full cooperation and ensure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Bidder shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Bidder's work and performance under this contract. In the event any such material is not held by the Bidder in its original form, a true copy shall be provided.

55. SUBJECT TO APPROPRIATION OF FUNDS

State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved by the Commissioners' Court. Galveston County anticipates this to be an integral part of future budgets to be approved during the periods of this contract, except for unanticipated needs or events which may prevent such payments against this contract. However, Galveston County cannot guarantee the availability of

GENERAL PROVISIONS
INFORMATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

funds, and enters into this contract only to the extent such funds are made available through appropriation (allocation) by the Commissioners' Court. This contract shall not be construed as creating any debt on behalf of the County of Galveston in violation of TEX. CONST. art. XI, § 7, and it is understood that all obligations of Galveston County are subject to the availability of funds.

56. CONTRACTS SUBJECT TO GRANT FUNDING

Notwithstanding the foregoing, if the contract to be awarded by this procurement is funded with Federal or State grant funds, the Bidder acknowledges that the obligations of the County under the contract are contingent upon the continued availability of grant funding to meet the County's obligations. If the grant(s) to the County is reduced, de-obligated, or otherwise discontinued or terminated, Contractor agrees that the County may immediately terminate the contract without penalty or any liability whatsoever on the part of the County, the State, or the Federal awarding agency.

57. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the County.

CODE OF ETHICS – Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of this Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

General Ethical Standards:

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that:

GENERAL PROVISIONS
INFORMATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

- The employee or any member of the employee's family, has a financial interest pertaining to the procurement;
- A business or organization in which the employee or any member of the employee's family, has a financial interest pertaining to the procurement; or
- Any other person, business, or organization with which the employee or any member of the employee's family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities:

It shall be a breach of ethics for any person to offer, give, or agree to give any employee or former employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid pending before this government.

Kickbacks:

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or to any person associated therewith, as an inducement for the award of a contract, subcontract or order.

Contract Clause:

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information:

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any other person.

Prohibition against Contingent Fees:

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Galveston County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Failure to abide by this section constitutes a breach of ethical standards.

Representation:

Bidder represents and warrants, by signing and submitting its Bid, that it has not retained anyone in violation of this section prohibiting contingent fees.

Contract Clause:

The representation prescribed above shall be conspicuously set forth in every contract and solicitation thereof.

GENERAL PROVISIONS
INFORMATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

58. NON-COLLUSION AFFIDAVIT

Bidder certifies, by signing and submitting a Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham Bid or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor or any other Bidder, or to fix any overhead, profit or cost element of the Bid price, or that of any other contractor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that the contractor has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

A blank Non-Collusion Affidavit is included with this Bid packet. Bidder must enclose a truthful and fully executed original Non-Collusion Affidavit with the submission of its Bid. This is a mandatory requirement of this request for Bid. Failure to include the truthfully and fully executed Non-Collusion Affidavit in the submission of its Bid shall be considered non-compliance with the requirements of this request for Bid by the Bidder and grounds for the rejection of Bidder's submission.

No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any County employee prior to the opening of responses to this request for Bid.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

59. CERTIFICATION REGARDING LOBBYING – COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871

Bidder certifies that, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence a department or employee of an agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a department or employee of any agency, a member of Congress, a department or employee of congress, or an employee of a member of Congress in connection with this

GENERAL PROVISIONS
INFORMATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

federal contract, grant, loan, or cooperative agreement, the bidder shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- c. Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into a contract with Bidder and is imposed by Section 1352, Title 31, United States Code. Further, any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The truthful and fully completed and executed original of the Certification Regarding Lobbying (included with bid packet) must be included with the submission of Bidder's Bid and is a mandatory requirement of this request for Bid. Bidder's failure to include the fully completed and executed or original of this Certification shall be considered non-compliant with the requirements of this request for Bid and grounds for the rejection of the Bidder's Bid.

60. NON-DISCRIMINATION

- a. **Equal Employment Opportunity:** Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability, genetic information or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Bidder will, in all solicitation or advertisements for employees placed by or on behalf of Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.

Bidder will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Bidder will include the provisions herein in every subcontract or purchase order unless exempted.

- b. **Drug Free Work Place Act:** Bidder shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder.
- c. **Americans with Disabilities Act:** Bidder shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

- d. OSHA Regulations: Bidder agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.
- e. Compliance with Immigration Laws and Use of E-Verify: Bidder agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Bidder further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Bidder shall not employ unauthorized aliens and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Bidder will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).
- f. State and Federal Law Compliance: Bidder agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.
- g. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

61. RECORD RETENTION AND RIGHT TO AUDIT

Bidder shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, Bidder shall allow the County reasonable access to the records in Bidder's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then Bidder shall also allow reasonable access to representatives of the Office of Inspector General, the General Accounting Office, the State Auditor's Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and Bidder shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract.

62. TITLE VI ASSURANCES/TxDOT

The County is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and Texas Department of Transportation (TxDOT). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, DOT)
Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

- (2) **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Non-compliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

63. ASSURANCES FOR CONSTRUCTION PROGRAMS - TEXAS GENERAL LAND OFFICE (GLO)

The County is subject to Federal and State laws and regulations of the United States and The Texas General Land Office (GLO). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. These Assurances within

GENERAL PROVISIONS
INFORMATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

- (1) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- (2) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (3) Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (4) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- (5) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (6) Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as

GENERAL PROVISIONS
INFORMATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- (7) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- (8) Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (9) Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally assisted construction sub agreements.
- (10) Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205).

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

- (12) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (13) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- (14) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- (15) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- (16) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

64. GENERAL AFFIRMATIONS – TEXAS GENERAL LAND OFFICE (GLO)

To the extent they apply, affirms, and agrees to the following, without exception:

- 1. represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither nor the firm, corporation, partnership, or institution represented by , or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as .
- 2. If the Contract is for services, shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
- 3. Under Section 231.006 of the Family Code, the vendor or applicant ☐ certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
- 4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. certifies it has submitted this information to the GLO.

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
6. Pursuant to Section 2155.003 of the Texas Government Code, represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
8. Upon request of the GLO, shall provide copies of its most recent business continuity and disaster recovery plans.
9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the 's submission of its offer to provide consulting services to the GLO or, in the alternative, , in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the 's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The

GENERAL PROVISIONS
INFORMATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the seeks as damages; and (3) the legal theory of recovery.

- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the 's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. If Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to and this Contract, then verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.
13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
14. certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
16. represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
17. Pursuant to Section 2155.004(a) of the Texas Government Code, certifies that neither nor any person or entity represented by has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit from providing free technical assistance.
18. represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO 'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO , OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
23. TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR 'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF 'S PERFORMANCE UNDER THE CONTRACT. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.
24. has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.

GENERAL PROVISIONS
INFORMATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
26. understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of and legally empowered to contractually bind to the terms and conditions of the Contract and related documents.
28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
30. certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology,

GENERAL PROVISIONS

INFORMATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

of: providing equivalent access for effective use by both visual and non-visual means: presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
33. Pursuant to Section 572.069 of the Texas Government Code, certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.
35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and agrees that the Contract can be terminated if knowingly or intentionally fails to comply with a requirement of that subchapter.
36. If, in its performance of the Contract, has access to a state computer system or database, must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. must verify in writing to the GLO its completion of the cybersecurity training program.
37. Under Section 2155.0061, Texas Government Code, certifies that the entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

65. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Bidder certifies that it, including all of its principals, is/are current in child support payments and that it is eligible to receive payments from State funds under a contract for property, materials, or services. Bidder acknowledges and agrees that if it is awarded this contract, then the ensuing agreement may be terminated, and payment withheld if this certification is inaccurate. Finally, by the submission of its Bid, the Bidder certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Bidder within its response to the request for Bid and that all such persons are current in child support payments.

66. ANTITRUST

Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its Bid, certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Contractor or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.

67. LABOR STANDARDS

On contracts funded under a federal grant: Bidder acknowledges that the contract to be awarded pursuant to this solicitation is on a grant program funded with Federal funds. Bidder shall comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-Kickback" Act (40 U.S.C. 3145, 29 C.F.R. Part 3), the Davis-Bacon and Related Acts (40 U.S.C. 3141-3148, 29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Bidder is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause.

68. PROCUREMENT STANDARDS - 2 C.F.R. §§ 200.317 – 200.326 & 2 C.F.R. PART 200, APPENDIX II

The Office of Management and Budget (OMB) revised the Uniform Guidance for grants (2 C.F.R. part 200) on August 13, 2020. This was the first major updating of the Uniform Guidance since 2014.

Effective Date:

- The full suite of changes became effective November 12, 2020. They will apply to all new Grants to States awards issued after that date, including the FY2021 awards.

Procurement:

New provisions for procurements by States (2 C.F.R. § 200.317):

When procuring property and services under an award, a State will continue to follow the same policies and procedures it uses for procurement from its non-Federal funds. A State must now also comply with §§ 200.321

GENERAL PROVISIONS ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

(contracting with small and minority businesses, women's business enterprises, and labor surplus area firms) and 200.322 (domestic preferences for procurements); and continue to comply with § 200.323 (procurement of recovered materials).

New provisions for all other non-Federal entities, including subrecipients of a State:

The OMB explains in the Aug. 13, 2020, Federal Register notice for the Uniform Guidance revisions, the following changes were made to 2 C.F.R. § 200.320 (methods of procurement):

- The procurement types are now grouped into three categories:

(1) Informal (micro-purchase, small purchase);

(2) Formal (sealed bids, proposals); and

(3) Non-Competitive (sole source).

The micro-purchase threshold is raised from \$3,500 to \$10,000. Micro-purchase thresholds higher than \$10,000 are based on certain conditions that include a requirement to maintain records for threshold up to \$50,000 and a formal approval process by the Fed. Govt. for threshold above \$50,000.

More specifically, for Grants to States:

(1) the subrecipient may self-certify an increase of the micro-purchase threshold up to \$50,000 (based on certain requirements).

(2) micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. (for details, see 2 C.F.R. § 200.320 (a) (1) (iii) and (iv)).

The simplified acquisition threshold is raised from \$150,000 to \$250,000.

Two contract clauses were added to Appendix II of 2 C.F.R. Part 200. In addition to the previous contract clauses contained in the 2014 version of Appendix II of 2 C.F.R. Part 200, FEMA award recipient and subrecipient contracts and purchase orders must now include contract provisions for *Domestic Preferences for Procurements* (2 C.F.R. 200.322) and the *Prohibition on Contracting for Covered Telecommunications or Services* (2 C.F.R. 200.316)

2 C.F.R. § 200.317. Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013

2 C.F.R. § 200.318. General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

(j)

(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015; 80 FR 45395, July 30, 2015

2 C.F.R. § 200.319. Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.320. Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business, and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
 - (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
 - (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (v) Any or all bids may be rejected if there is a sound documented reason.
- (d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - (2) Proposals must be solicited from an adequate number of qualified sources;
 - (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015

2 C.F.R. § 200.321. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

2 C.F.R. § 200.322. Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.323. Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.324. Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.325. Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

69 FR 26280, May 11, 2004; 78FR 78608, Dec. 26, 2013, unless otherwise noted

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

2 C.F.R. § 200.326. Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise note

2 C.F.R. Part, 200, Appendix II

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are

GENERAL PROVISIONS ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

DOMESTIC PREFERENCES FOR PROCUREMENTS *(All State and non-State entity purchase orders must adhere to the following)*

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES
(Effective August 13, 2020 for new, extended, or renewed procurements under all open FEM1 awards)

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(c) See also § 200.471.

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

69. PROCUREMENT LAWS

- a. Bidder shall comply with all applicable local, State, and Federal laws, rules, and regulations.
- b. If this contract is made pursuant to a federal award, then Contractor acknowledges that the contract is subject, without limitation, to applicable provisions within 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor shall comply with applicable provisions within 2 C.F.R., Sections 200.319 through 200.326, including but not limited to the following:

1.) Equal Employment Opportunity, 41 C.F.R. Part 60-1.4(b) (applicable to federally assisted construction contracts).

- (a) During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national original, disability, or veteran status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national original, disability or veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national original, disability, or veteran status.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.
 - (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to contractor's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering

GENERAL PROVISIONS ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 2.) **Small and minority business, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).** The County is required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This includes requiring the prime contractor, if subcontracts are to be let in the performance of this contract, to itself take affirmative steps in letting the subcontract. Accordingly, if subcontracts are to be let in the performance of this contract, the contractor must take affirmative steps in the letting of the subcontract(s), which must include:

- (a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; and
- (d) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

In accordance with FEMA procurement guidance:

A small business is a business that is independently owned and operated, not dominant in the field of operation in which it is bidding on Galveston County contracts and qualified as a small business under the Small Business Administration criteria and size standards at 13 C.F.R. Part 121.

A women's business enterprise is a business enterprise that is: (a) at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and (b) whose management and daily operations are controlled by one or more women.

A minority business is a business that is (a) at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority group members; and (b) whose management and daily operations are controlled by one or more minority group members.

- 3.) **Davis-Bacon Act as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (the County) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be condition upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contract must also include a provision for compliance with the Copeland Anti-Kickback Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- 4.) **Compliance with the Copeland "Anti-Kickback" Act.** Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which the person is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. "Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title [Title 18, U.S.C.] or imprisoned not more than five years, or both." 18 U.S.C. § 874.

- (a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- (b) The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (c) Breach. A breach of the contract clause above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5.) Contract Work Hours and Safety Standards Act.

- (a) Where applicable, all contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by the Department of Labor regulations at 29 C.F.R. Part 5. Under 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or material or articles ordinarily available on the open market, or contractors for transportation or transmission of intelligence.
- (b) Compliance with the Contract Work Hours and Safety Standards Act.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this subsection the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this subsection, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this subsection.
 - (3) Withholding for unpaid wages and liquidated damages. The awarding Federal agency, State agency, or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this subsection.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this subsection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this subsection.

6.) Rights to Inventions Made Under a Contractor Agreement.

- (a) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (b) Stafford Act Disaster Grants. This requirement does not apply to Public Assistance, Hazard Mitigation Grant Program, Crisis Counseling Assistance and Training Grant program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- (c) The regulations and 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7.) Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act 933 U.S.C. §§ 1251-1387), as amended.

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq., and agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S. C. § 1251, et seq.
- (b) The contractor agrees to report each violation of the Clean Air Act and/or the Federal Water Pollution Control Act to the Federal awarding agency, the State agency administering the grant, and the Regional Office of the Environmental Protection Agency (EPA) and understands and agrees that the Federal awarding agency, the State agency, and the EPA will, in turn, report each violation as required to assure notification to Galveston County, the Federal Emergency Management Agency, and the appropriate EPA Regional Office.

- 8.) Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689. The Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Bidder agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, while this offer is

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

valid and through the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.) Domestic Preferences for Procurements (2 C.F.R. § 200.323)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

• (c) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**10.) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.
(2 C.F.R. § 200.216)**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(2) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R.

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

200.216, 200.327, 200.471, and Appendix II to C.F.R. Part 200, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

11.) Procurement of Recovered Materials (2 C.F.R. § 200.323)

- (a.) A non-Federal entity that is a State agency or agency of a political subdivision of the State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Public Law No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- (b.) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

- (e) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <https://www.epa.gov/cpg/products.htm>.

In the event of any discrepancy between the provisions in this Section 63 of General Provisions and provisions on the same subject elsewhere within this procurement, the most stringent shall control.

70. SECTION 3 CLAUSE (§ 135.38) – HOUSING AND URBAN DEVELOPMENT (HUD)

SECTION 3 ACT OF 1968 (12 U.S.C. 1701u and 24 CFR Part 135)

DISCLAIMER: THIS CONTRACT [IS NOT] HUD-FUNDED AND THEREFORE SECTION 3 [DOES NOT] APPLY TO THIS CONTRACT.

For any HUD-funded contract with a value in excess of \$100,000, Contractor and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who

GENERAL PROVISIONS ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

For any Section 3 Covered Contracts, Contractor and subcontractors must comply with all provisions of the Section 3 Act of 1968, contained under 24 CFR 135. Contractor and subcontractors must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.

Contractor and subcontractors must assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to Section 3 Business Concerns. Contractor and subcontractors must post all new hire opportunities with the local Workforce Solutions Center and/or Work-in-Texas, in accordance with 24 CFR 135. The minimum numeric goals for Section 3 utilization are:

- 30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires); 10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns;
- 3 percent of all awarded non-construction contracts are awarded to Section 3 Business Concerns.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section

71. REQUIRED CONTRACT PROVISIONS

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Galveston County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Galveston County are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Galveston County, all contracts made by Galveston County under the Federal award shall contain provisions covering the following, as applicable.

ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)

Contractor must provide Galveston County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor must keep records within Galveston County or note in bid that records will be available within the boundaries of Galveston County to those representatives within twenty-four (24) hours of request by the County. Contractor must maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

ACCESSIBILITY (24 CFR 570.614) & SECTION 504 (29 U.S.C. Section 794 and 24 CFR Parts 8-9)

Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABAA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)

Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contract exceeds \$100,000.00, the Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)

Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

For purposes of this Part "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. "Funded in whole or in part with community development funds" means that community development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity. A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

- a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;
- b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
- c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;
- d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
- e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
- f. Deny an opportunity to participate in a program or activity as an employee.

CLEAN AIR ACT (2 CFR Appendix II to Part 200 (G))

Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds \$150,000, the Contractor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors securing a contract in excess of \$150,000.00 shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR. For any subcontractors under this contract receiving contracts in excess of \$150,000 Contractor is required to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E))

Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds \$100,000, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

- (1) Overtime Requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

COPELAND “ANTI-KICKBACK” ACT (40 U.S.C. 3145)

Pursuant to 2 CFR Appendix II to Part 200 (D), Contractor must comply with the provisions of the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency.

COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Galveston County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable. This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

DAVIS BACON AND RELATED ACTS (2 CFR 200 APPENDIX II (D))

Pursuant to 2 CFR 200 Appendix II (D), for any contract in excess of \$2,000, Contractor must comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

If Davis Bacon is applicable, Galveston County will provide a copy of the current Davis Bacon Wage Decision with the solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Contractor shall submit certified payroll of contractor and all subcontractors on a weekly basis in the format required by the County. At County's request, Contractor shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance can be found on page 2 of the WH-347 form, and/or additional certifications of compliance may be required by Galveston County. Any Statement of Compliance is

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing the statement should have knowledge of the facts represented as true. Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency, as applicable.

DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))

Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at www.sam.gov.

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Galveston County reserves the right to verify any contractor's status and document instances of debarment, suspension, or other ineligibility.

Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Galveston County in writing immediately if Contractor or its subcontractors are not in compliance with Executive

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Galveston County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))

Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings. Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.22236)

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)

Galveston County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions. Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.
- b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active-duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:
 - i Recruitment, advertising, and job application procedures.
 - ii Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
 - iii Rates of pay or any other form of compensation and changes in compensation.
 - iv Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
 - v Leaves of absence, sick leave, or any other leave.
 - vi Fringe benefits available by virtue of employment, whether or not administered by the contractor.

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

- vii Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
 - viii Activities sponsored by the contractor including social or recreational programs.
 - ix Any other term, condition, or privilege of employment.
- c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.
- d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

- f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- g. As used in this clause:
 - i. All employment openings include all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.
 - iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- h. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- i. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- j. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

- k. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.
- l. The contractor will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
- m. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.
- n. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.
- o. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

FAIR LABOR STANDARDS ACT

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)

Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

GENERAL PROVISIONS ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

GREEN BUILDING STANDARDS

At a minimum, Contractors and subcontractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

HOLD HARMLESS AGREEMENT

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

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

LEAD-BASED PAINT (24 CFR 570.608)

Contractor and subcontractors must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

NON-COLLUSION (The Sherman Act)

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Contractor shall not in any way, directly or indirectly:

- a. Collude, conspire, or agree with any other person, firm, corporation, Bidder or potential Bidder to the amount of this Bid or the terms or conditions of this Bid.
- b. Pay or agree to pay any other person, firm, corporation Bidder or potential Bidder any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Bid or the Bid of any other Bidder.
- c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

NON-SEGREGATED FACILITIES
“Prohibition of Segregated Facilities”

- a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

- b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)

Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBs) to assure that MWBs are used when possible. These affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who resides in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Galveston County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a bid for services on a Galveston County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Galveston County.

PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)

Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of \$2,000 awarded by Galveston County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

GENERAL PROVISIONS ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Bid, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Galveston County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Galveston County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll. Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Pursuant to 2 CFR 200.322, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunity is subject to the requirements of Section 6002, which include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

- b. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Works Projects." (Set out under "Contract Clauses" below.)
- c. Certification. Except as provided in paragraph (C) of this provision, by submission of its bid or proposal, Bidder certifies that it:
 - i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);
 - ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and
 - iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.
- d. Inability to certify. A Bidder unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.
- e. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.
- f. Notice. Bidder shall provide written notice to the Contracting Officer if, at any time before the contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- g. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a Bidder (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.
- h. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

- a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:
 - i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

- ii. If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.
 - iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country; iv. In the case of a partnership, if any general partner is a citizen of the foreign country;
 - v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
 - vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, Galveston County will consider a product as produce in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.
- b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- c. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.
- d. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.
- e. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

RIGHTS TO INVENTIONS (2 CFR Appendix II to Part 200 (F))

Any discovery or invention that arises during the course of the contract shall be reported to Galveston County. This clause requires the Contractor to disclose promptly inventions to the County (within 2 months) after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The awarding agency shall determine

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §.401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of Title 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (24 CFR 570.602)
Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))

Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. Galveston County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Galveston County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Galveston County may have in law or equity. Administrative remedies for nonperformance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Galveston County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Galveston County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

Termination provisions are included in the Contract Requirements & Payment, Section VIII, portion of this IFB.

WHISTLEBLOWER PROTECTION ACT

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

72. NON-EXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS – (GLO)

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations. Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 et seq.);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6, 2018, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.); 24 C.F.R. Part I, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, et seq.);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, et seq.), as amended;

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and
Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

GENERAL PROVISIONS ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, et seq.), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, et seq.), particularly section 3 (16 U.S.C. §469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, et seq.), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), et seq., and 21 U.S.C. §349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, et seq.) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, et seq.) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, et seq.) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, et seq.) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and,

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. §570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, et seq.), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

73. SPECIAL CONDITIONS – TEXAS GENERAL LAND OFFICE (GLO)

If applicable to a Project or Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-56, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

- (1) Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

- (2) Where Activities specified in a Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.
- (3) Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract located within a floodplain, that the following terms and conditions shall apply:
 - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128). Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
 - ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
 - c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:
 - i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
 - ii. The person failed to obtain and maintain flood insurance.
 - d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

- (1) Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
- (2) Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.

GENERAL PROVISIONS ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

- (3) Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification of the start of construction on any sewer treatment plant of other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

G. SEPTIC SYSTEM IMPROVEMENTS

- (1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
- (2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."
- (3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement the following affordability period: for rehabilitation or reconstruction of housing projects, a minimum¹ three-year affordability period guaranteed by an unsecured forgivable promissory note and for new construction housing projects, a minimum² five-year affordability period guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE ("NOTE")

An unsecured forgivable promissory note shall be issued at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

in the promissory note document): for a three-year Note, at a rate of 33 percent per year, for the first two years, and 34 percent after the third year; and for a five-year Note, at a rate of 20% per year.

- (1) If the homeowner occupies the home for the full Note term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred, or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the promissory note and DOT shall be enforced.
- (2) If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.
- (3) The national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.
- (4) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), the Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
- (5) Monitoring of the Note is performed during and after the grant is closed. Subrecipient must utilize non-CDBG-DR funds to fulfill the monitoring obligations for its impacted recovered community.
- (6) The subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to received future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

The rental housing assistance will provided be provided in the following forms: for rehabilitation or reconstruction of multi-family rental projects with eight or more units, a minimum fifteen (15) year forgivable loan or grant at zero interest; and for new construction multi-family rental projects with five or more units, a minimum twenty (20) year forgivable loan or grant at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven at a rate of 5 percent per year until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of the disaster event. A minimum of 51% of the multi-family units must be restricted during the affordability period of twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

Q. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

74. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

75. LEAD AND ASBESTOS

If this request for Bid involves remediation, demolition, reconstruction, rehabilitation, repair, or construction, or other applicable activities, the Contractor shall be responsible for performing investigations of lead and asbestos containing materials, and any required lead and asbestos abatement in compliance with Federal, State, and local laws, rules, regulations, ordinances and orders, relating to lead abatement and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified as Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection Regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Texas Occupations Code (lead-based paint abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located at Title 40, Part 61, Subpart M of the Code of Federal Regulations, and the National Emission Standards for Hazardous Air Pollutants. Contractor shall perform such inspections, encapsulation, remediation, or other actions as required by federal, State, or local requirements in accordance with the federal Environmental Protection Agency (EPA), Texas Department of State Health Services (TXDHS), and Texas Commission on Environmental Quality (TCEQ) requirements.

76. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APPROVAL

Contractor must obtain permission from the U.S. Department of Homeland Security financial assistance office (DHS FAO) **prior** to using DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard Officials.

77. FEDERAL GOVERNMENT NOT A PARTY

Contractor acknowledges that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to Galveston County, contractor, or any other party pertaining to any matter resulting from the contract.

78. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

In contracts funded through Federal grants, Contractor acknowledges that 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements (31 U.S.C. § 3801, et seq.) and the implementing regulations thereunder, 49 C.F.R. Part 79, apply to Contractors actions pertaining to the contract.

79. ACKNOWLEDGMENT OF GOVERNMENT RECORD

Bidder acknowledges that its submission in this Request for Bids, including its Bid, certifications, affidavits, Vendor Forms (i.e., PEID, W-9, CIQ, etc.) constitutes government records under Chapter 37 of the Texas Penal Code.

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

80. COMPLIANCE WITH GALVESTON COUNTY PURCHASING POLICIES AND PROCEDURES

Bidder acknowledges, by its submission in this request for bids, that it shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Galveston County Commissioners' Court on March 7, 2018.

81. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

The remainder of this page intentionally left blank

**GENERAL PROVISIONS
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

82. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or at such other address as may have been previously given in writing to the parties (Bidder shall provide its notice information with its Bid submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

To the County at:

Hon. Mark Henry,
County Judge of Galveston County
722 Moody (21st Street), Second (2nd) Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

Rufus Crowder, CPPO CPPB,
Galveston County Purchasing Agent
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997

To the Contractor at:

End of General Provisions

SPECIAL PROVISIONS

INVITATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

TABLE OF CONTENTS

A.	PURPOSE	2
B.	DEFINITIONS (As mentioned in FAR Subpart 52.2 – Text of Provisions and Clauses).....	2
C.	PROCUREMENT TIMELINE	2
D.	SUBMISSION INSTRUCTIONS.....	3
E.	BID SURETY	4
F.	PERFORMANCE AND PAYMENT BONDS.....	4
G.	BEST AND FINAL OFFERS (BAFO)	4
H.	DAVIS-BACON WAGE RATES	4
I.	PERSONNEL TO CONTACT	4
J.	PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT.....	5
K.	REQUIREMENTS OF INVITATION TO BID	5
L.	INSURANCE.....	5
M.	CONTRACTOR QUALIFICATIONS	6
N.	SCOPE OF SERVICES	7
O.	QUANTITY	7
P.	TOWING.....	8
Q.	PROPERTY	8
R.	PAYMENT TO COUNTY	8
S.	RESPONSE TIME	8
T.	MEETING.....	8
U.	SPECIAL EQUIPMENT	8
V.	TOWING VEHICLES & STORAGE FACILITIES	9
W.	LICENSE REQUIREMENTS	9
X.	COMMUNICATIONS.....	9
Y.	INVOICES	9
Z.	EXCEPTIONS	9

SPECIAL PROVISIONS

INVITATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

AA. REQUIRED DOCUMENTS CHECKLIST.....10

The General Provisions and the Special Provisions of this Invitation to Bid and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

***The Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal. Potential Bidders must register through the online portal to participate electronically.

“Walk-in” or “mailed-in” proposal submittals are still allowed, however, Bidders are strongly encouraged to submit their proposals online via Galveston County’s e-Procurement Portal located at <https://galvestoncountytx.bonfirehub.com/>.

Please see Item D, SUBMISSION INSTRUCTIONS, for further details.

A. PURPOSE

The County of Galveston is seeking a vendor to supply services for the Abatement of Junked Vehicles for the Sheriff’s Office. One or more tow companies may be awarded a three (3) year contract, with option for two (2), one (1) year renewals for the removal of junked vehicles and/or parts for the County of Galveston on streets or other property within Galveston County in accordance with applicable state and local laws.

B. DEFINITIONS (As mentioned in FAR Subpart 52.2 – Text of Provisions and Clauses) 52.202-1 Definitions.

Definitions (Nov 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;
or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures

C. PROCUREMENT TIMELINE

A timeline for this solicitation and initial process is included below. Galveston County reserves the right to change these dates and will notify Bidders of any changes:

Advertise Solicitation (first date of publication)
Advertise Solicitation (second date of publication)
Questions Deadline
Submission Deadline / Bid Opening

Wednesday, January 15, 2025
Wednesday, January 22, 2025
Wednesday, January 29, 2025 by 5:00 PM CST
Friday, February 14, 2025 at 2:00 PM CST

SPECIAL PROVISIONS

INVITATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

Interested parties may attend the Friday, February 14, 2025, 2:00 PM CST bid opening virtually by using the following link:

<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=m3e37f9dab8d4e618705e3925fc14dad7>
Join by meeting number Meeting number (access code): 2484 171 2362

Meeting password: 25-032 (250032 when dialing from a video system)

Tap to join from a mobile device (attendees only) +1-415-655-0001,,24841712362## US Toll

Join by phone +1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24841712362@galvestoncountytexas.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

D. SUBMISSION INSTRUCTIONS

Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal. Potential Bidders must register through the online portal to participate electronically. "Walk-in" or "mailed-in" proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at <https://galvestoncountytexas.bonfirehub.com/>.**

Registration is currently open and free to the public. Once registered, suppliers will receive automatic email notifications of project opportunities based on the NIGP commodity codes selected by the vendor. Potential Bidders should visit the link below and click on the New Vendor Registration tab to register your business:
<https://vendorsupport.gobonfire.com/hc/en-us/articles/15646869029783-Vendor-Registration>

There is no cost to register as a vendor.

INSTRUCTIONS FOR "WALK-IN" SUBMITTALS ONLY

One (1) unbound single-sided original and two (2) single-sided copies of the requested bid submittals must be submitted no later than **2:00 PM CST, on Friday, February 14, 2025 to:**

**Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550**

The timestamp clock located in the Purchasing Agent's office shall serve as the official timekeeping piece for this solicitation process. Any Bids received after **2:00 PM CST** on the specified date will be returned unopened.

Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County

SPECIAL PROVISIONS
INVITATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

website @ <http://www.galvestoncountytx.gov/county-offices/purchasing>.

E. BID SURETY

A surety/bid bond is not a requirement of this solicitation.

F. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds are not requirements of this solicitation.

G. BEST AND FINAL OFFERS (BAFO)

The Best and Final Offer process is not applicable to this solicitation.

H. DAVIS-BACON WAGE RATES

Davis-Bacon Wage Rates are not requirements of this solicitation.

I. PERSONNEL TO CONTACT

Bidders desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Bidder, which in the opinion of the County affects all Bidders or would be prejudicial to other Bidders if not communicated, shall be furnished to all Bidders as an addendum to the solicitation. Bidders **must** direct all inquiries to the following:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 21st Street (Moody)
Galveston, Texas 77550
e-mail: purchasing.bids@co.galveston.tx.us

Bidders must e-mail their requests (with the subject line “**Abatement of Junked Vehicles – ITB 25-032– Questions**”) for additional information and/or clarification to the address listed above. The request must include the Bidder’s name and the solicitation number and title.

Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the solicitation due date. Late requests or those not delivered to the proper address may not receive a reply. Bidders shall not attempt to contact the County by any other means. The Purchasing Agent shall post the answers on the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the solicitation Submission Deadline / Solicitation Opening date. The County, at its sole discretion, may not issue a response to an RFI submittal. Bidders should not rely on any oral or written representations, statements, or explanations, other than those made in this solicitation or in any written addendum to this solicitation. Where there appears to be conflict between the solicitation and any issued addenda, the last addendum issued will prevail.

SPECIAL PROVISIONS

INVITATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

Addenda will be posted and made available on the County's procurement web page. **It is the Bidder's sole responsibility to ensure receipt of all addenda prior to submitting its response.**

All Bidders should check the County's procurement web page for all addenda prior to submitting a response.

The County's procurement web page is located at <http://www.galvestoncountvtx.gov/county-offices/purchasing>. Bidders who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the solicitation receipt date or in sufficient time for the Bidder to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website pertaining to this solicitation are considered an addendum to, and part of, this solicitation. Each Bidder shall be responsible to monitor the County website for new or revised solicitation information. The County shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the solicitation or formally issued as an addendum by the Purchasing Agent.

J. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT

The Program Administrator/Contract Manager that will manage the work to be performed under the resultant contract for the purpose of this solicitation is:

**Captain Clay Pope
Galveston County Sheriff's Office
601 54th Street, Suite 100
Galveston, TX 77552**

The Galveston County Commissioners' Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, that pricing meets the agreed-upon pricing methodology as specified in the contract, and that funds are available.

K. REQUIREMENTS OF INVITATION TO BID

Bidder shall provide one (1) unbound single-sided original and two (2) single-sided hard copies of its response, to the Purchasing Agent on or before the submission deadline specified herein. Font size no smaller than font size 11. Except that organizational charts, other graphics, and footers may be as small as font size 9.

Bidders shall clearly indicate which project or projects are being submitted for consideration in their cover letter.

L. INSURANCE

Bidder must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Bidders may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Bidder has such insurance. Provided however, that successful Bidder(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Bidder commences any work hereunder. **Insurance shall be**

SPECIAL PROVISIONS
INVITATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS

placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Galveston County shall be listed as an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. **Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.**

Workers' Compensation Insurance. Bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its employees, including but not limited to full time, part time, and emergency employees employed by the Contractor.

Commercial General Liability. Bidder shall carry in full force commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

Business Automobile Liability. Bidder shall carry in full force 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.

Subrogation Waiver. Contractor and Contractor's insurance carrier shall waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from Contractor's performance under this Agreement.

M. CONTRACTOR QUALIFICATIONS

Successful contractor shall provide all labor, materials and necessary equipment to perform towing services for the terms of the contract.

Successful contractor must adhere to the following bid conditions:

- Shall operate a minimum of one (1) approved and licensed wrecker, fully equipped and specifically designed for towing vehicles, including any and all passenger vehicles, trucks, and other items defined herein.
- Shall maintain, in full force and effect for the term of the contract, an insurance policy or policies satisfactory to the County of Galveston, indemnifying the County against applicable losses. An insurance certificate shall be included with your bid proposal.
- Shall operate and maintain a licensed vehicle storage facility that complies with requirements of all applicable local, state and federal laws. The storage facility shall be capable of storing a minimum of 35 junk

SPECIAL PROVISIONS

INVITATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

vehicles per month. The storage facility shall keep the premises outside the fenced area free of all vehicles, not including drive-up customers or employee vehicles.

N. SCOPE OF SERVICES

Services shall include the following: Towing, storage and disposal of junked motor vehicles or parts as directed by the Galveston County Sheriff's Office. A motor vehicle is generally considered as a vehicle subject to registration under the Certificate of Title Act (Chapter 501, Texas Transportation code, as amended), and includes trailers, semi-trailers, motorboats, outboard motors, or vessels subject to registration under Chapter 31, Texas Parks and Wildlife code as amended.

Every vehicle picked up under this contract shall be completely dismantled for salvage or for scrap materials. Such junked vehicles which have been removed shall not be reconstructed or made operable.

Such work may be accomplished on the contractor's premises, subject to all provisions of law, or the vehicle may be delivered to a scrap metal yard by the contractor.

The contractor will be required to execute the proper forms, as applicable, relative to each motor vehicle certifying to the Texas Department of Motor Vehicles that each vehicle has been demolished.

A representative of the Galveston County Sheriff's Office shall place all calls for towing service under this contract. A contractor may not pass on a request to pick up. Once the contractor picks up a junked vehicle, that vehicle must be stored until all legal proceedings pertaining to the disposal of the vehicle have been completed. Estimated time of such procedures is fifteen (15) to twenty (20) days.

Each successful contractor shall indicate in the bid submittal, a lump sum dollar amount they propose to pay to the County for each vehicle picked up under this contract.

Most tows will be requested to take place between 8:00 a.m. and 5:00 p.m., Monday through Friday.

Location of the junked vehicles shall be within the boundaries of Galveston County.

The order for abatement of junked vehicles shall be given by designated members of the Galveston County Sheriff's Office. Such orders may be given verbally, but shall be supported, at a minimum, by a Sheriff's Office Vehicle Inventory Form signed by both the person authorizing the abatement and the person towing the vehicle.

O. QUANTITY

The estimated total number of vehicles to be abated annually under this program will be 50. This number represents an estimated quantity, as total quantities may vary widely. The County offers no guaranteed quantity.

SPECIAL PROVISIONS

INVITATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

P. TOWING

Under these bid provisions, the successful contractor agrees to tow and store vehicles and vessels in a safe responsible manner. Evidence of damage to vehicles ordered abated may be cause for termination of any agreement based on the provisions of this bid.

Q. PROPERTY

All proposals submitted shall be accompanied by evidence that the Bidder owns, leases, or has control of property adequately sized for the outdoor storage and either dismantling of vehicles, or access to proper facility for dismantling. Further, that said property is presently approved for such activity and is ready for use upon award of the contract.

R. PAYMENT TO COUNTY

Selected contractor shall pay the County on a monthly basis for vehicles picked up based on a monthly billing by the County. Contractor shall make payment by cashier's check, certified check, or money order within fifteen (15) days of billing concurrently submit including the following information on an approved form:

1) For each abated vehicle- year, make, model, and color of vehicle, state and license number, and VIN (Vehicle Identification Number), and location and date of tow.

2) Should the vehicle be a pile of parts or pieces with no license plate or VIN available, then date and location of said tow should be indicated. Under the year, make and state license, "PARTS ONLY" should appear. A general description of parts shall be provided.

3) Selected contractor shall send payment and a copy of the Certification of Dismantling to: Galveston County Auditor's Office, P.O. Box 1418, Galveston, Texas 77550.

S. RESPONSE TIME

The response time shall be in cooperation with the Galveston County Sheriff's Office. However, some notice and time will be attempted in order to coordinate schedules for abatements. Once notifications have been made, the junked vehicle must be removed within twenty-four (24) hours. The contractor may not choose to pass on a request to pick up a junked vehicle.

T. MEETING

The Contractor(s) being awarded this proposal contract shall attend a meeting with authorized County personnel, with the time, date, and location to be announced. This meeting will be to give or receive information about policies, procedures, rules, and laws prior to any vehicles being stored under this contract.

U. SPECIAL EQUIPMENT

Any special equipment necessary for the removal of junked vehicles in unusual locations will be the sole financial responsibility of the Bidder.

SPECIAL PROVISIONS

INVITATION TO BID ABATEMENT OF JUNKED VEHICLES GALVESTON COUNTY, TEXAS

V. TOWING VEHICLES & STORAGE FACILITIES

Bidders shall not send tow trucks or carriers to abate vehicles for the County which have not been specifically approved by the Sheriff's Office. The approved tow vehicles and storage facilities shall be maintained to insure safety and legal requirements throughout the term of the contract. There shall be no sub-contracting or trading with other tow services on the removal of junked vehicles without the prior written approval of the County administrator or his authorized designee.

W. LICENSE REQUIREMENTS

It shall be the sole responsibility of the Bidder to maintain all licenses and permits required by local, state, or federal statute to provide the services required of this contract.

X. COMMUNICATIONS

Successful bidder must be capable of maintaining communications by telephone, mobile radio or cellular telephone.

Y. INVOICES

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to:

**Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, Texas 77553**

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services.

Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 3, item 11, Procurement Card Program.

Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.

Z. EXCEPTIONS

Any exceptions to Bid conditions should be listed on a separated sheet of paper, attached to Bid submittals and submitted with Bid at the specified date and time of Bid opening.

SPECIAL PROVISIONS

**INVITATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

AA. REQUIRED DOCUMENTS CHECKLIST

By signing here, the firm does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with completed submittal.**

THE COMPANY OF: _____

ADDRESS: _____

The following documents shall be returned or confirmed with an "X" with solicitation submittals. Failure to do so may be ample cause for rejection of submittal and deemed as non-responsive. It is the responsibility of the Bidder to ensure that Bidder has received all addenda.

Items:

Confirmed (X):

- | | |
|---|---------------------------------|
| 1. Required Documents Checklist (this page) | _____ |
| 2. Addenda Acknowledgement (if any) | #1_____ #2_____ #3_____ #4_____ |
| 3. One (1) original, two (2) copies of submittal | _____ |
| 4. ATTACHMENT A - Vendor Qualification Packet | _____ |
| 5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility | _____ |
| 6. ATTACHMENT C - Certification Regarding Lobbying Form | _____ |
| 7. ATTACHMENT D - Non-Collusion Affidavit | _____ |
| 8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel | _____ |
| 9. ATTACHMENT F - Prohibition on Contracts with Certain Companies | _____ |
| 10. ATTACHMENT G - Information for Notice | _____ |
| 11. ATTACHMENT H - References | _____ |
| 12. Bid Specification Sheet (attached) | _____ |
| 13. Bid Sheet | _____ |
| 14. Line-Item Detail Sheet | _____ |
| 15. 3 signed Contracts (included) | _____ |

Person to contact regarding this qualification: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bid the Firm: _____

Signature: _____ Date: _____

SPECIAL PROVISIONS

**INVITATION TO BID
ABATEMENT OF JUNKED VEHICLES
GALVESTON COUNTY, TEXAS**

Title: _____ Phone: _____ Fax: _____

E-mail address: _____



**County of Galveston
Purchasing Department
Vendor Qualification Packet - ATTACHMENT A**
(rev. 1.4, September 28, 2017)

All interested parties seeking consideration for qualified vendor status with the County of Galveston should complete and return only the following forms to:

**Galveston County Purchasing Department
722 Moody Avenue, (21st Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 office
(409) 621-7987 fax**

- PEID Form:** **Person /Entity Information Data**
- W -9 Form:** Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at <http://www.irs.gov/pub/irs-rd/efw9.pdf> for the latest revision of this form.)
- CIQ Form:** **Conflict of Interest Questionnaire**
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).
- Debarment:** **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM**
Vendors/contractor certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Vendor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Vendor acknowledges that Contractor's uncured failure to perform under any agreement with the County of Galveston, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA or HUD (as applicable), and other Federal and State entities. Further, Vendor has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of this Vendor Qualification Packet. The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of this Vendor Qualification Packet and is a mandatory requirement to become a vendor of Galveston County. Vendor's failure to include the fully completed and executed original of this Certification shall be considered non-compliant with the requirements of this vendor qualification request and grounds for the rejection of vendor's request. Vendor shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on

the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the vendor did not comply with 2 C. F. R. Part 180 and 2 C.F.R. Part 3000, in addition to the remedies available to Galveston County and the State agency administering a grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor. If the contract to be awarded pursuant to a Galveston County procurement effort involves the use of Federal funds, then vendor must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to the procurement.

Information regarding the SAM is available at:

<http://FederalContractorRegistry.com?cid=C151112185&cid=C151112185> or at
<http://sam.gov>

No contract involving the use of Federal funds may be awarded to any vendor unless and until such registration is current and in good standing under SAM. Successful vendors must maintain SAM registration throughout the entire term of any contractual agreement with the County. If a contract involves the use of Federal funds, then vendor must enclose proof of such SAM registration within its response, which is also a mandatory requirement of County procurement policy; failure to enclose such proof shall be considered non-compliant with the requirements of any procurement effort and grounds for the rejection of vendor's response to any procurement efforts (i.e., bid, proposal, or qualifications statement, as applicable).

Direct Deposit: Direct Deposit Authorization Form Temporarily suspended until further notice

Certificate(s) of Insurance: If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

1. For damages arising out of bodily injury to or death of one person in anyone occurrence - one hundred thousand and no/100 dollars (\$100,000.00);
2. For damages arising out of bodily injury to or death of two or more persons in anyone occurrence - three hundred thousand and no/100 dollars (\$300,000.00); and
3. For injury to or destruction of property in anyone occurrence - one hundred thousand and no/100 dollars (\$100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

Worker's Compensation Insurance:

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period.

Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

Questions/Concerns:

If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at (409) 770-5371.

CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

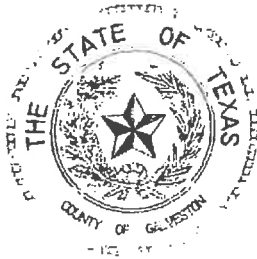
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website - both of these web sites are linked to the Galveston County homepage at <http://www.galvestoncountytx.gov>

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at <http://www.ethics.state.tx.us/whatsnew/conflictfroms.htm>

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.



COUNTY of GALVESTON

Purchasing Department

rev. 1.3, March 29, 2010

FORM PEID:

Request for Person-Entity Identification Data

Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

Galveston County Purchasing Agent
722 Moody Avenue (21 st. Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371
prodoc@co.galveston.tx.us

1.	Business Name:		
	Attention Line:		
2.	Physical Address:		
	City:	State:	Zip+4:
3.	Billing / Remit Address:		
	City:	State:	Zip+4:
4.	Main Contact Person:		
	Main Phone Number:		
	Fax Number:		
	E-mail Address:		

Areas below are for County use only.

Requested By:	Phone / Ext. #
Department:	Date:
Action Requested - Check One:	IFAS PEID Vendor Number:
<input type="checkbox"/> Add New	<input type="checkbox"/> Change Data
<input type="checkbox"/> Inactivate	<input type="checkbox"/> Employee
<input type="checkbox"/> Landlord	<input type="checkbox"/> Foster Parent
<input type="checkbox"/> OneTime	<input type="checkbox"/> Foster Child
	<input type="checkbox"/> Re-activate
	<input type="checkbox"/> Attorney
	<input type="checkbox"/> Refund

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions	<input type="checkbox"/>
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<input type="text"/>	<input type="text"/>
or	
Employer identification number	
<input type="text"/>	<input type="text"/>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Form W-9 (Rev. 3-2024)

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Form W-9 (Rev. 3-2024)

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-6 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

Form W-9 (Rev. 3-2024)

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(e)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor ⁴

For this type of account:

Give name and EIN of:

8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1089 (see Regulations section 1.671-4(b)(2)(ii)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

*Note: The grantor must also provide a Form W-9 to the trustee of the trust.

**For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Form W-9 (Rev. 3-2024)

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each *officer* with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government *officer* named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ NO

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an *officer* or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ NO

D. Describe each employment or business relationship with the local government *officer* named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007



ATTACHMENT B
County of Galveston

**ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELGIBILITY**
Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: ITB 25-032

Solicitation Title: Abatement of Junked Vehicles

Contractor hereby CERTIFIES that:

Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Contractor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; **and**

Contractor shall notify Galveston County in writing immediately, through written notification to the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Galveston County.

Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

Name of Business

Date

By: _____
Signature

Printed Name & Title

ATTACHMENT C

CERTIFICATION REGARDING LOBBYING (31 U.S.C.A. § 1352)

**This Certification must be completed, signed, dated and
returned to the Galveston County Purchasing Agent**

Procurement Number and Description:

25-032 Abatement of Junked Vehicles

Proposer **CERTIFIES**, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the proposer shall complete and submit **Standard Form LLL**, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Organization/Corporation: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature of Authorized Signatory for Proposer: _____ Date Signed: _____

Title of Authorized Signatory of Proposer: _____

ATTACHMENT D

State of Texas

§
§
§

County of Galveston

NON-COLLUSION AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared _____ (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant is the _____ of _____, that
(Individual, Partner, Corporate Officer) (Name of Qualifier)
submitted the attached Qualification in **ITB 25-032 Abatement of Junked Vehicles**
- Affiant is a duly authorized representative of Qualifier and is authorized to make this Non-Collusion Affidavit;
- The attached Qualification is genuine and is not a collusive or sham Qualification;
- The attached Qualification has been independently arrived at without collusion with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor;
- Qualifier has not colluded, conspired, connived or agreed, directly or indirectly, with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham qualification or that such other qualifier, bidder, proposer, person, firm, competitor, or potential competitor shall refrain from qualifying;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Qualification or of the qualification any other qualifier;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Qualification price or prices of any other qualifier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Qualification or the qualification of any other Qualifier; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Qualifier as well as to Affiant signing on its behalf.

Signature of Affiant

SWORN TO and SUBSCRIBED before me this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____



ATTACHMENT E

Prohibition on Contracts with Companies Boycotting Israel

Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:

- (1) **"Boycott Israel"** has the meaning assigned by Section 808.001.
- (2) **"Company"** has the meaning assigned by Section 808.001; except that the term does not include a sole proprietorship.
- (2) **"Governmental entity"** has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

As required by GOVERNMENT CODE, CHAPTER 2271, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel throughout the term of this Agreement. For the purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Individual by oath swears that the following statements are factual and true:

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. In accordance with Texas Government Code Section 2271.002, this company does not boycott Israel and will not boycott Israel during the term of this contract/agreement.

Date: _____

Business Name of Contractor: _____

Company Address: _____

County of Contractor: _____

Individual: _____

Signature of Individual: _____



ATTACHMENT F

Prohibition on Contracts with Certain Companies

Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

- (1) "Company" has the meaning assigned by Section 806.001.
- (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.
- (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.
- (4) "Governmental entity" has the meaning assigned by Government Code, Section 2252.001.

Section 2252.152 – CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Section 2252.153 – Listed Companies. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Pursuant to Chapter 2252, Texas Government Code, VENDOR represents and certifies that, at the time of execution of this Agreement, neither Vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Individual by oath swears that the following statements are factual and true:

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. As required by GOVERNMENT CODE, CHAPTER 2252.152, CONTRACTOR hereby verifies that it is not identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, or contracting with a company doing business with Iran, Sudan, or any foreign terrorist organizations.

Date: _____

Business Name of Contractor: _____

Company Address: _____

County of Contractor: _____

Name of Individual: _____

Signature of Individual: _____



ATTACHMENT G INFORMATION FOR NOTICE

Solicitation Number: ITB 25-032

Solicitation Title: Abatement of Junked Vehicles

Respondent shall use this form to provide the information for notice.

1. Contact information for notice:

Name: _____

Address: _____

Telephone Number: _____ Facsimile number: _____

2. If a copy of notice is requested, please complete below:

Name: _____

Address: _____

Telephone Number: _____ Facsimile number: _____

3. If second or more copies are requested for notice, please supplement this form, and clearly mark the supplement as "Supplementary Notice Information."



ATTACHMENT H REFERENCES

Solicitation Number: ITB 25-032

Solicitation Title: Abatement of Junked Vehicles

Respondent shall use this form to provide **three (3) references who can attest to the Respondent's capability to carry out the requirements set forth in this qualification request.** If Respondent wishes to provide more than the minimum, Respondent should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. Business Name of Organization: _____

Name of Person: _____

Title of Individual within Organization, if applicable: _____

Business address: _____

Telephone Number: _____ Facsimile number: _____

2. Business Name of Organization: _____

Name of Person: _____

Title of Individual within Organization, if applicable: _____

Business address: _____

Telephone Number: _____ Facsimile number: _____

3. Business Name of Organization: _____

Name of Person: _____

Title of Individual within Organization, if applicable: _____

Business address: _____

Telephone Number: _____ Facsimile number: _____



State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: 205463

Solicitation Number: ITB 25-032, Abatement of Junked Vehicles

Term of Contract: Three (3) years with two (2), one (1) year extensions

Initial term (Services): Beginning date of the contract will be _____. The contract will terminate on _____.

Term of Completion (Construction or other time-specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ()
Year Two:	Yes (X) No ()
Year Three:	Yes () No (X)
Year Four:	Yes () No (X)

Contractor: _____

Awarded as to addendum(s) (if applicable):

Addendum No. 1: () yes () no () n.a.
Addendum No. 2: () yes () no () n.a.
Addendum No. 3: () yes () no () n.a.

Payment Bond Required: () yes (X) no

Performance Bond Required: () yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

County and Contractor agree as follows:

1. **Parts of Contract:** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes:** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew:** The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended, and pricing indicated on bid sheets remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation:** County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees:** Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment:** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements:** Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure:** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification:** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability.** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law:** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit:** This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind:** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained:** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words:** Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act:** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the _____ day of _____, 20__.

Contractor:

By:

Date:

Galveston County

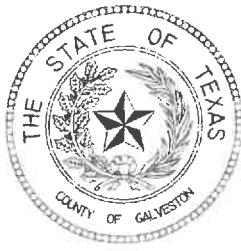
By:

Date:

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk



State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: 205463

Solicitation Number: ITB 25-032, Abatement of Junked Vehicles

Term of Contract: Three (3) years with two (2), one (1) year extensions

Initial term (Services): Beginning date of the contract will be _____. The contract will terminate on _____.

Term of Completion (Construction or other time-specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ()
Year Two:	Yes (X) No ()
Year Three:	Yes () No (X)
Year Four:	Yes () No (X)

Contractor: _____

Awarded as to addendum(s) (if applicable):

Addendum No. 1: () yes () no () n.a.
Addendum No. 2: () yes () no () n.a.
Addendum No. 3: () yes () no () n.a.

Payment Bond Required: () yes (X) no

Performance Bond Required: () yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

County and Contractor agree as follows:

1. **Parts of Contract:** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes:** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew:** The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended, and pricing indicated on bid sheets remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation:** County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees:** Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment:** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements:** Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure:** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification:** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability.** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law:** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit:** This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind:** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained:** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words:** Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act:** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the _____ day of _____, 20__.

Contractor:

By:

Date:

Galveston County

By:

Date:

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk



State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: 205463

Solicitation Number: ITB 25-032, Abatement of Junked Vehicles

Term of Contract: Three (3) years with two (2), one (1) year extensions

Initial term (Services): Beginning date of the contract will be _____. The contract will terminate on _____.

Term of Completion (Construction or other time-specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ()
Year Two:	Yes (X) No ()
Year Three:	Yes () No (X)
Year Four:	Yes () No (X)

Contractor: _____

Awarded as to addendum(s) (if applicable):

Addendum No. 1: () yes () no () n.a.
Addendum No. 2: () yes () no () n.a.
Addendum No. 3: () yes () no () n.a.

Payment Bond Required: () yes (X) no

Performance Bond Required: () yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

County and Contractor agree as follows:

1. **Parts of Contract:** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes:** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew:** The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended, and pricing indicated on bid sheets remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation:** County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees:** Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment:** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements:** Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure:** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification:** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability.** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law:** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit:** This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind:** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained:** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words:** Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act:** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the _____ day of _____, 20__.

Contractor:

By:

Date:

Galveston County

By:

Date:

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

January 28, 2025

PROJECT NAME: Abatement of Junked Vehicles
SOLICITATION NO: ITB 25-032
RE: ADDENDUM #1

To All Prospective Bidders:

The following information is being provided to aid in preparation of your bid submittal(s):

Attachments:

The Bid Sheet and Line-Item Detail Sheet were omitted from the original bid packet for ITB 25-032, Abatement of Junked Vehicles. The missing sheets are attached to this email. Please submit these forms with your submittal.

If you have any further questions regarding this solicitation, please address them to the representative listed below via e-mail at rufus.crowder@co.galveston.tx.us, or contact the Purchasing Department at (409) 770-5371.

Rufus G. Crowder, CPPO CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550

Please excuse us for any inconvenience that this may have caused.

Sincerely,

A handwritten signature in black ink, appearing to be "Rufus G. Crowder", written over a horizontal line.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

BID #: 25-032
OPEN: 02/14/2025
2:00 PM

BID SHEET

Abatement of Junked Vehicles

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and invitation to bid we submit the following:

LINE ITEM \$ _____

OPTIONS TO RENEW: 2 Extensions/3 YEAR

WITNESS

COMPANY NAME

DATE

AUTHORIZED REPRESENTATIVE'S SIGNATURE

PRINTED NAME

TITLE

CORRESPONDENCE ADDRESS

REMIT ADDRESS

CITY, STATE ZIP CODE

CITY, STATE ZIP CODE

TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

TELEPHONE NUMBER

FAX NUMBER

ADDENDUM'S RECEIVED #1 _____ #2 _____ #3 _____

LINE ITEM DETAIL

BID #: 25-032
OPEN: 02/14/2025
2:00 PM

Abatement of Junked Vehicles
GALVESTON COUNTY, TEXAS

VENDOR

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	96890	ABATEMENT OF JUNKED VEHICLES	1	EA		\$	\$
Extended Price Total of all Items: \$							



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

58.

Presenation by Railroad Commission of Texas Regarding Class VI Wells for Geologic Storage of CO2

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	2/24/25 4:57 pm