GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
SPECIAL MEETING
AGENDA

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

Mark Henry	Darrell Apffel	Joe Giusti	Hank Dugie	Robin Armstrong, MD
County Judge	Commissioner, Precinct 1	Commissioner, Precinct 2	Commissioner, Precinct 3	Commissioner, Precinct 4

Friday, May 22, 2026 **3:00 PM** **CALDER MEETING LOCATION**

174 Calder Rd., Room 100
League City, Texas 77573

SPECIAL 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 5/22/2026

***2.** Order for payroll ending 5/20/2026 bi-weekly # 11

***3.** Order for supplemental payroll period ending 5/20/2026 bi-weekly #11

***4.** Early check release dated 4/29/2026 to Rahil Virani, check number AP00486763

***5.** Early check release dated 5/11/2026 to Galveston County Health District, check number AP00487048

***6.** Internal audit report of the cash count and inventory of Constable, Precinct 1

***7.** Internal audit report of the cash count and inventory of Constable, Precinct 2

***8.** Internal audit report of the cash count and inventory of Constable, Precinct 3

***9.** Internal audit report of the cash count and inventory of Constable, Precinct 4

***10.** Internal audit report of the Inventory of Fixed Assets of the Fleet Department with response letter from County Road Administrator, Zachary Smith

***11.** Consideration for approval of request for capital credits with the Texas Comptroller of Public Accounts - Unclaimed Property Capital Credits for Counties

***12.** Request for approval of a budget amendment within the County Auditor's Office to transfer funds between various spend categories to support operational expenditures through the remainder of the fiscal year

***13.** Request transfer within County Capital Projects Fund for Moody Courthouse Renovation Project to fund project expenses related to goods

***14.** Receive and file restitution checklist from Odyssey submitted by Personal Bond/Collections

***15.** Receive and file April 2026 Personal Bond/Collections Monthly Report submitted by Personal Bond/Collections

***16.** Receive and file Galveston County Justice and Mental Health System and Modernization Project Report for April 2025 to April 2026 submitted by the County Judge

***17.** Receive and file Summary of Biweekly Personnel Movements pay period #10, April 23 - May 06, 2026, submitted by Human Resources

***18.** Consideration of approval to renew the Stop Loss Agreement with Blue Cross Blue Shield, submitted by Human Resources

***19.** Consideration of approval of request from Brian Lepo for Albatross Old Smokey Cookoff Throwdown on July 18, 2026 for permission to utilize the Ball Street parking lot for a tent setup as a judging tent at 722 Moody Avenue, Galveston submitted by the County Judge

***20.** Consideration of application for an extension of 30 days for the filing of the 2025 District Audit Report due by June 1, 2026 pursuant to Section 775.082 (d) Texas Health and Safety Code from Coveler & Peeler, P.C. on behalf of Galveston County Emergency Services District No. 1 submitted by County Judge

***21.** Consideration to accept a donation of materials and labor from Galveston Bay Foundation for wetland planting and trash cleanup as part of their Marsh Mania 2026 event on September 19, 2026 at Paul Hopkins Park in Dickinson, presented by Parks and Cultural Services Department

***22.** Consideration of renewing Panel Counsel Services contract with Public Interest Legal Foundation, Inc. for legal services submitted by Legal Services Manager

***23.** Consideration of approval of Interlocal Cooperative Agreement for Galveston County Public Safety Consortium On-Premise and Cloud-Based Motorola PremierOne CAD/RMS System with Bayou Vista submitted by Information Technology

***24.** Consideration for authorization to dispose of salvage or surplus property submitted by the Purchasing Agent

***25.** Consideration of Temporary Price Adjustment for Cleveland Asphalt Products, Inc. under ITB 25-065 - Asphalt, Oils & Emulsions submitted by Purchasing Agent

***26.** Consideration of Price Adjustment for Lucas Construction, Inc. under B241012 - Miscellaneous Asphalt Paving submitted by Purchasing Agent

***27.** Consideration of resultant contract from ITB #26-088 Lightweight Aggregate Road Materials with Arcosa Materials, Inc., dba Arcosa LWS, LLC submitted by the Road & Bridge Department

***28.** Consideration of approval of Interlocal Agreement to Partially Fund Improvements to the City Streets within City Limits of Friendswood, Texas submitted by Engineering

***29.** Consideration of authorizing the County Judge to execute change order no. 1 to the MC2 Civil, LLC. contract for the Rollover Bay Park project submitted by the County Engineer

***30.** Consideration of acknowledging receipt of a sand pit permit application from John "JC" Bouse at 3899 HWY 87 on Bolivar Peninsula and authorizing the County Engineer to run the required newspaper notice submitted by the County Engineer

***31.** Consideration of acknowledging receipt of a sand pit permit application from John "JC" Bouse at 3925 HWY 87 on Bolivar Peninsula and authorizing the County Engineer to run the required newspaper notice submitted by the County Engineer

***32.** Consideration of approval of application from Joe Walters on behalf of Suncoast Property Management for a partial replat of Highland Farms subdivision submitted by Platting & Right-of-Way

***33.** Consideration of approval of application from Joe Walters on behalf of Suncoast Property Management for a partial replat of H. B. Baylan subdivision submitted by Platting & Right-of-Way

***34.** Consideration of authorizing the County Judge to execute a pipeline easement agreement to BANGL, LLC submitted by Platting & Right-of-Way

***35.** Consideration of an Interlocal Collection Agreement with the City of Dickinson for Collection of Bayou Bend No. 4 Public Improvement District Assessment on Property submitted by the Tax Assessor/Collector

***36.** Receive and file FY 2026 Special Inventory (151551) Budget Amendment submitted by the Tax Assessor/Collector

***37.** Consideration of authorization for County Judge to execute FY2026 Regional Juvenile Mental Health Services Sub-Grant Award HGAC, FALN Number16.540, FAIN Number 2026-SF-ST-0015, as submitted by Grants Administration

***38.** Consideration of ratification of the submission of the FY 2026 UASI Regional Planner grant application to the Office of the Governor, Public Safety Office, as submitted by Grants Administration

***39.** Consideration of authorization for County Judge to execute the General Land Office Coastal Management Program Cycle 31 Gregory Parks Access Enhancement Contract No. 26-056-014-F414 submitted by Grants Administration

* Consideration of approval of the following budget amendments submitted by Professional Services:

***40.** 26-116-0522-A
Fleet Management- Request transfer within Fleet Management - Vehicles to Various Spend Categories to increase in parts costs & out-of-warranty aged assets

***41.** 26-117-0522-B
Emergency Management- Request transfer from within Emergency Management - Marketing and Advertising to Cloud Subscription Services to fund OEM software services

***42.** 26-118-0522-C
Sheriff's Office - Request transfer from General Fund - Budgeted Reserves to Sheriff Administration - Software Licensing to fund FY25 PO's that were closed without payment

***43.** 26-119-0522-D
Information Technology- Request Transfer within IT - Technology Hardware to Extraordinary Supplies to fund mobile audio/video recording supplies for meetings, presentations, training sessions, and field operations

***44.** 26-120-0522-E
Professional Services- Consideration of approval of personnel adjustment for Professional Services reclassification & title change

***45.** 26-121-0522-F
General Government- Request transfer from General Fund - Budgeted Reserves to Self Insurance - Settlement Claim to correct prior transfers for the settlement agreement

Adjourn

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.

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GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*1.

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

Approval of the accounts payable checks dated 5/22/2026

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/13/26 10:18 am

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*2.

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

Order for payroll ending 5/20/2026 bi-weekly # 11

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/13/26 10:23 am

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*3.

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

Order for supplemental payroll period ending 5/20/2026 bi-weekly #11

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/13/26 10:27 am

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*4.

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

Early check release dated 4/29/2026 to Rahil Virani, check number AP00486763

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/8/26 2:02 pm

Galveston County
Request for Early Release of Check

Why do you need the early release? Seized Funds Case CV-90737-A

Early Release Date Needed 04/30/26 Check Amount $ 14,520.00

Vendor Name Rahil Virani

Requested by (Employee) Donna Green (print name) x 5427 (Ext.) Donna Green (signed)

Approved by (Department Head) Sergio Cruz (print name) 5398 (Ext.) Sergio Cruz (signed)

Department Name Auditor's Office

Disposition [ ] Mail [X] Pickup

Approved by County Auditor Sergio Cruz (signed) 04/29/2026 (date)

Approved by County Judge Mark Henry (signed) 04/29/2026 (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: AP00486763 Check Date: 04/29/2026 Release Date: 04/29/2026

Find Payments - County Auditor Voucher Warrants Report

Settlement Run Number: SR-0000374
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	Virani, Rahil	04/29/2026	Check	SR-0000374	486763	14,520.00
						14,520.00

GALVESTON COUNTY, TEXAS

List of County Auditor's Approved Claims for Voucher Warrants Dated 04/29/2026

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

Sergio Cruz

Sergio Cruz, 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
*5.

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

Early check release dated 5/11/2026 to Galveston County Health District, check number AP00487048

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/13/26 10:32 am

Galveston County
Request for Early Release of Check

Why do you need the early release? Quarter payment to Health District

Early Release Date Needed 05/11/2026 Check Amount $ 1,758,355.50

Vendor Name Galveston County Health District

Requested by (Employee) Joselyne Delgado (print name) 5369 (Ext.) (signed)

Approved by (Department Head) Diana Huallpa (print name) 5442 (Ext.) (signed)

Department Name Budget Office

Disposition [ ] Mail [X] Pickup

Approved by County Auditor Sergio Cruz (signed) 05/11/2026 (date)

Approved by County Judge Mark Henry (signed) 05/11/2026 (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: AP00487048 Check Date: 05/11/2026 Release Date: 05/11/2026

Find Payments - County Auditor Voucher Warrants Report

Settlement Run Number: SR-0000384
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	GALVESTON COUNTY HEALTH DISTRICT	05/11/2026	Check	SR-0000384	487048	1,758,355.50
						1,758,355.50

GALVESTON COUNTY, TEXAS

List of County Auditor's Approved Claims for Voucher Warrants Dated 05/11/2026

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

Sergio Cruz
_____
Sergio Cruz, 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
*6.

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

Internal audit report of the cash count and inventory of Constable, Precinct 1

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/13/26 11:15 am

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5300** **722 Moody Ave, 4th Floor, Galveston, TX 77550**

May 22, 2026

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 cash count and inventory of Constable, Precinct 1.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

cc: Honorable Blake Patton, Constable, Precinct 1
Francisco Rodriguez, Purchasing Agent

Attachment: Constable, Precinct 1 Cash Count and Inventory Report

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5300** **722 Moody Ave, 4th Floor, Galveston, TX 77550**

April 29, 2026

To: Blake Patton
Constable, Precinct 1

From: Sergio Cruz SC
County Auditor

Re: Constable, Precinct 1 Cash Count and Inventory

Cash Count

A cash count of Constable, Precinct 1 was conducted on April 22, 2026. The objectives of the cash count were to determine if all the collections had been accounted for at the time of the surprise cash count and if the collections were properly handled. This included examining deposits and receipt books issued to the Constable's Office. All funds were accounted for at the time of the surprise cash count.

Inventory

An asset inventory of Constable, Precinct 1 was conducted on April 22, 2026 through April 29, 2026. The objective of the inventory was to provide reasonable assurance that Galveston County fixed assets assigned to the office of Constable, Precinct 1 had been accounted for at the time of the inventory. All fixed assets were accounted for at the time of inventory.

We wish to thank Constable Patton and his staff for their cooperation and assistance.

cc: Francisco Rodriguez, Purchasing Agent

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*7.

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

Internal audit report of the cash count and inventory of Constable, Precinct 2

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/13/26 11:29 am

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5300** **722 Moody Ave, 4th Floor, Galveston, TX 77550**

May 22, 2026

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 cash count and inventory of Constable, Precinct 2.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

cc: Honorable Paul Edinburgh, Constable, Precinct 2
Francisco Rodriguez, Purchasing Agent

Attachment: Constable, Precinct 2 Cash Count and Inventory Report

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5300** **722 Moody Ave, 4th Floor, Galveston, TX 77550**

May 7, 2026

To: Paul Edinburgh
Constable, Precinct 2

From: Sergio Cruz SC
County Auditor

Re: Constable, Precinct 2 Cash Count and Inventory

Cash Count

A cash count of Constable, Precinct 2 was conducted on April 24, 2026. The objectives of the cash count were to determine if all the collections had been accounted for at the time of the surprise cash count and if the collections were properly handled. This included examining deposits and receipt books issued to the Constable's Office. All funds were accounted for at the time of the surprise cash count.

Inventory

An asset inventory of Constable, Precinct 2 was conducted on April 24, 2026 through May 7, 2026. The objective of the inventory was to provide reasonable assurance that Galveston County fixed assets assigned to the office of Constable, Precinct 2 had been accounted for at the time of the inventory. All fixed assets were accounted for at the time of inventory.

We wish to thank Constable Edinburgh and his staff for their cooperation and assistance.

cc: Francisco Rodriguez, Purchasing Agent

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*8.

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

Internal audit report of the cash count and inventory of Constable, Precinct 3

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/13/26 11:34 am

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5300** **722 Moody Ave, 4th Floor, Galveston, TX 77550**

May 22, 2026

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 cash count and inventory of Constable, Precinct 3.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

cc: Honorable Derreck Rose, Constable, Precinct 3
Treka Mitchell, Deputy Constable III, Precinct 3
Francisco Rodriguez, Purchasing Agent

Attachment: Constable, Precinct 3 Cash Count and Inventory Report

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5300** **722 Moody Ave, 4th Floor, Galveston, TX 77550**

May 7, 2026

To: Derreck Rose
Constable, Precinct 3

From: Sergio Cruz SC
County Auditor

Re: Constable, Precinct 3 Cash Count and Inventory

Cash Count

A cash count of Constable, Precinct 3 was conducted on April 27, 2026. The objectives of the cash count were to determine if all the collections had been accounted for at the time of the surprise cash count and if the collections were properly handled. This included examining deposits and receipt books issued to the Constable's Office. All funds were accounted for at the time of the surprise cash count.

Inventory

An asset inventory of Constable, Precinct 3 was conducted April 27, 2026 through May 7, 2026. The objective of the inventory was to provide reasonable assurance that Galveston County fixed assets assigned to the office of Constable, Precinct 3 had been accounted for at the time of the inventory. All fixed assets were accounted for at the time of inventory.

We wish to thank Constable Rose and his staff for their cooperation and assistance.

cc: Francisco Rodriguez, Purchasing Agent
Treka Mitchell, Deputy Constable III, Precinct 3

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*9.

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

Internal audit report of the cash count and inventory of Constable, Precinct 4

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/13/26 11:38 am

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5300** **722 Moody Ave, 4th Floor, Galveston, TX 77550**

May 22, 2026

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 cash count and inventory of Constable, Precinct 4.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

cc: Honorable Justin West, Constable, Precinct 4
Francisco Rodriguez, Purchasing Agent

Attachment: Constable, Precinct 4 Cash Count and Inventory Report

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 (409) 770-5300 722 Moody Ave, 4th Floor, Galveston, TX 77550

April 29, 2026

To: Justin West
Constable, Precinct 4

From: Sergio Cruz SC
County Auditor

Re: Constable, Precinct 4 Cash Count and Inventory

Cash Count

A cash count of Constable, Precinct 4 was conducted on April 27, 2026. The objectives of the cash count were to determine if all the collections had been accounted for at the time of the surprise cash count and if the collections were properly handled. This included examining deposits and receipt books issued to the Constable's Office. All funds were accounted for at the time of the surprise cash count.

Inventory

An asset inventory of Constable, Precinct 4 was conducted April 27, 2026 through April 29, 2026. The objective of the inventory was to provide reasonable assurance that Galveston County fixed assets assigned to the office of Constable, Precinct 4 had been accounted for at the time of the inventory. All fixed assets were accounted for at the time of inventory.

We wish to thank Constable West and his staff for their cooperation and assistance.

cc: Francisco Rodriguez, Purchasing Agent

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*10.

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

Internal audit report of the Inventory of Fixed Assets of the Fleet Department with response letter from County Road Administrator, Zachary Smith

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/13/26 9:48 am

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5300** **722 Moody Ave, 4th Floor, Galveston, TX 77550**

May 22, 2026

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 Inventory of Fixed Assets of the Fleet Department. Also attached is the response letter from County Road Administrator, Zachary Smith.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

cc: Zachary Smith, County Road Administrator

Attachment: Fleet Inventory of Fixed Assets Audit Report
Response Letter, Zachary Smith, County Road Administrator

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5300** **722 Moody Ave, 4th Floor, Galveston, TX 77550**

To: Mr. Zachary Smith
County Road Administrator

From: Sergio Cruz SC
County Auditor

Date: April 16, 2026

Re: Fleet Department Inventory of Fixed Assets

An inventory of fixed assets of the Fleet Department was conducted from April 7, 2026 to April 16, 2026. The objective of the inventory was to provide reasonable assurance that Galveston County fixed assets assigned to the Fleet Department have been accounted for at the time of the inventory and the information in Workday is complete and accurate.

Fixed Asset Identification (FAID)

The Purchasing Agent Policies & Procedures Manual (March 7, 2018) requires the custodial department to properly tag and document receipt of each fixed asset. The Purchasing Asset Coordinator assigns a unique FAID number to each fixed asset. The FAID is recorded in Workday and a decal reflecting the number is affixed to the vehicle or piece of equipment. No material discrepancies were noted in the testing of the FAID decals.

Semi-Annual Fixed Asset Inventory

The Purchasing Agent Policies & Procedures Manual (March 7, 2018) 12.4(c) states an online process, using the Asset Custody Verification Form, is initiated semi-annually with all departments. The Asset Verification Form includes all inventoried fixed assets charged to the protective custody of each department. The department's asset custodian shall examine the form for accuracy, execute it and return it to the Purchasing Asset Coordinator.

The Fleet Department performed an inventory of fixed assets May 2024. The Asset Custody Verification Form, dated May 15, 2024 was submitted to the Purchasing Asset Coordinator. No material discrepancies were noted in the testing of the Semi-Annual Fixed Asset Inventory.

We wish to thank Zachary Smith and his staff for their cooperation and assistance.

The County of Galveston

Road and Bridge Department
Seawall Maintenance Department
Bolivar Peninsula Beach Maintenance
Fleet Service Department
Zach Smith, Road Administrator Office 281-534-5152

April 30, 2026

Sergio Cruz
County Auditor
722 Moody Ave
Galveston, TX 77550

Mr. Sergio Cruz

We accept the audit report as is for the Fleet Department Inventory Internal Audit, and thank you for your diligence in reviewing our records.

Very Respectfully,

Zachary Smith
Galveston County Road Administrator

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*11.

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

Consideration for approval of request for capital credits with the Texas Comptroller of Public Accounts - Unclaimed Property Capital Credits for Counties

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/13/26 12:32 pm

APRIL 2026

Unclaimed Property Capital Credits for Counties

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

FOR MORE INFORMATION, VISIT OUR WEBSITE AT
comptroller.texas.gov

FOR INFORMATION ON UNCLAIMED PROPERTY, SEE
comptroller.texas.gov/up

In conjunction with Local Government Code Section 381.004, Texas Property Code Section 74.602 authorizes the Texas Comptroller of Public Accounts (Comptroller's office) to allocate a portion of the unclaimed capital credits received from electric cooperatives back to the counties in the cooperatives' service area.

What are unclaimed capital credits?

Electric cooperatives that have lost contact with a previous customer sometimes report capital credits to the Comptroller's office as unclaimed property. Texas law allows counties to claim a portion of unclaimed capital credits originating from their county and use them for specific programs.

How are funds divided among counties?

- Electric cooperatives report unclaimed capital credits and the county of service from which they originated.
- Electric cooperatives must use the numeric Federal Information Processing Standard (FIPS) county code of the service address. This code must be entered in the country code field of the remittance report.
- A county may or may not receive funds in a given year.

Who qualifies?

- Any county can request a portion of these funds.
- The county must follow instructions in Local Government Code Section 381.004 to request funds.
- The commissioners court is the primary governing body and ultimate decision-making authority on the legitimacy of fund requests.

General uses of capital credits

The county commissioners court may use capital credits to develop and administer a program*:

- for state or local economic development.
- for small or disadvantaged business development.
- to stimulate, encourage and develop business location and commercial activity in the county.
- to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors and businesses.
- to improve the extent to which women and minority businesses are awarded county contracts.
- to support comprehensive literacy programs that benefit county residents.
- for the encouragement, promotion, improvement and application of the arts.
- to support a children's advocacy center.

** Review Local Government Code, Section 381.004 before starting a program.*

FOR QUESTIONS ON CAPITAL CREDITS:
Contact our Holder Education and Reporting section at up.holder@cpa.texas.gov or 800-321-2274, option 3.

How to request capital credits

The county judge and/or commissioners court must complete and submit the **form below.**

- The form must be signed by a representative of the commissioners court or the county judge.
- The form must include the complete name, address and federal tax identification number of the commissioners court. Funds will be paid directly to the court.

COUNTY REQUEST FOR CAPITAL CREDITS

County Name Galveston County FEIN 74-6000908

Authorized by ☐ Judge ☒ Commissioners Court

Name of County Judge Mark Henry Approved Date 05/22/2026

SEND THE REQUESTED FUNDS TO:

Address 722 Moody, 2nd Floor Attn: Mark Henry City Galveston State TX ZIP 77550

I acknowledge that the purpose of the funds complies with provisions of Texas Local Government Code Section 381.004.

Name (printed) Mark Henry Title County Judge

Signature _____ Date 05/22/2026

Email Mark.Henry@galvestoncountytx.gov Phone (409) 766-2244

Submit signed and completed form by either mail, email or fax by July 31, 2026.

Mail Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Education and Reporting section
P.O. Box 12019
Austin, Texas 78711-2019

Email up.holder@cpa.texas.gov
Fax 512-463-3569

FOR COMPTROLLER'S USE ONLY: We are authorized to release ____ % of the total amount available to your county. We will send a $ _____ payment to the address provided above. By requesting funds, you have certified that they will be used in compliance with the provisions of Texas Local Government Code Section 381.004.

Comptroller's Representative _____ Date _____

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered. It is not a substitute for legal advice.

In compliance with the Americans with Disabilities Act, this document may be requested in alternative formats by calling 800-252-1382, or by sending a fax to 512-475-0900.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*12.

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

Request for approval of a budget amendment within the County Auditor's Office to transfer funds between various spend categories to support operational expenditures through the remainder of the fiscal year.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/13/26 6:05 pm

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 05/22/2026 : BAT-0000676

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY26 Amended Budget
Plan	FY26 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000676
Amendment Date	05/22/2026
Description	Intra departmental transfer to fund departmental expenses for remainder of fiscal year
Amendment Type	Receive and File
Balanced Amendment	Yes
Entry Type	Amended
Status	Available

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	151300 County Auditor	1101 General Fund		Repair and Maintenance - Equipment			$2,000.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5414000:Accounting and Auditing Services	151300 County Auditor	1101 General Fund		Audit Services			$14,200.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5312000:Clothing and Personal Supplies	151300 County Auditor	1101 General Fund		Uniforms			$1,000.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5310000:Administrative Supplies	151300 County Auditor	1101 General Fund		Extraordinary Supplies			$26,800.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5310000:Administrative Supplies	151300 County Auditor	1101 General Fund		Administrative Supplies			$2,000.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5159000:Other Employee Benefits	151300 County Auditor	1101 General Fund		Long Term Disability Expense			$1,700.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5159000:Other Employee Benefits	151300 County Auditor	1101 General Fund		Life Insurance			$22,400.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5156000:Workers Compensation	151300 County Auditor	1101 General Fund		Worker's Compensation			$0.00	$19,600.00		
FY2026 Annual (FY26 Amended Budget)	5154000:Deferred Compensation Plan	151300 County Auditor	1101 General Fund		Alternate Plan AUL			$0.00	$68,800.00		

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5154000:Deferred Compensation Plan	151300 County Auditor	1101 General Fund		Alternate Plan			$82,700.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5153000:Pension	151300 County Auditor	1101 General Fund		Pension			$0.00	$4,000.00		
FY2026 Annual (FY26 Amended Budget)	5151000:Group Insurance	151300 County Auditor	1101 General Fund		County Paid Health Insurance Premiums			$0.00	$41,900.00		
FY2026 Annual (FY26 Amended Budget)	5130000:Overtime	151300 County Auditor	1101 General Fund		Overtime			$9,000.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5100000:Salaries and Wages	151300 County Auditor	1101 General Fund		Salaries and Wages			$0.00	$39,000.00		
FY2026 Annual (FY26 Amended Budget)	5481000:Miscellaneous Contract Services	151300 County Auditor	1101 General Fund		Other Contract Services			$11,500.00	$0.00		

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	05/13/2026 03:31:38 PM	05/14/2026	Mariela Martinez	1	
Budget Amendment Event	Approval by Budget Specialist	Not Required		05/14/2026		0	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		05/14/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	05/13/2026 03:37:41 PM		Sergio Cruz (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Not Required		05/14/2026		0	
Budget Amendment Event	Approval by Budget Manager	Not Required		05/14/2026		0	
Budget Amendment Event	Approval by Finance Executive	Automatic Approval	05/13/2026 03:37:41 PM	05/15/2026	Sergio Cruz (Finance Executive)	1	

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*13.

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

Request transfer within County Capital Projects Fund for Moody Courthouse Renovation Project to fund project expenses related to goods

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/14/26 9:27 am

For Budget Amendment: - Project LTD Budget on 05/22/2026 : BAT-0000672
Overall Process Budget Amendment: - Project LTD Budget on 05/22/2026 : BAT-0000672
Overall Status In Progress
Due Date 05/07/2026
Calendars In Use Consecutive Days (No Calendars Selected)

Details

Budget Amendment Budget Amendment: - Project LTD Budget on 05/22/2026 : BAT-0000672

Company The County of Galveston
Plan Template Project LTD Budget : Moody Courthouse Renovation began 2025 Budget
Plan Moody Courthouse Renovation began 2025 Budget
Amendment ID BAT-0000672
Amendment Date 05/22/2026
Description To reclassify budget from services to goods spend category for Moody Courthouse Renovation Project to cover future expenses (quote) related to goods-5.22 CC
Amendment Type Project Budget Amendment
Balanced Amendment Yes
Status In Progress
Plan Currency USD

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Spend Category	Revenue Category	*Project	Debit Amount	Credit Amount	Currency Rate	Base Debit Amount	Base Credit Amount	Base Currency	Memo	Exceptions
09/17/2025 - 09/30/2026 (Moody Courthouse Renovation began 2025 Budget)	5700000:Capital Outlays	170100 Facilities Services	3100 County Capital Projects Fund	Building Improvements - Services		Moody Courthouse Renovation began 2025	$0.00	$3,200.00	1	0.00	3,200.00	USD	To reclassify budget from services to goods spend category for Moody Courthouse Renovation Project to cover future expenses (quote) related to goods-5.22 CC	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Spend Category	Revenue Category	*Project	Debit Amount	Credit Amount	Currency Rate	Base Debit Amount	Base Credit Amount	Base Currency	Memo	Exceptions
09/17/2025 - 09/30/2026 (Moody Courthouse Renovation began 2025 Budget)	5700000:Capital Outlays	170100 Facilities Services	3100 County Capital Projects Fund	Building Improvements - Goods		Moody Courthouse Renovation began 2025	$3,200.00	$0.00	1	3,200.00	0.00	USD	To reclassify budget from services to goods spend category for Moody Courthouse Renovation Project to cover future expenses (quote) related to goods-5.22 CC	

5.22 CC Proj BAT-Services to Goods-Moody Renovation.pdf

File Name 5.22 CC Proj BAT-Services to Goods-Moody Renovation.pdf
Content Type application/pdf
Updated By Austin Schumann
Upload Date 05/06/2026 04:14:16 PM
Comment

Process

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	05/06/2026 04:14:17 PM	05/07/2026	Austin Schumann	1	
Budget Amendment Event	Approval by Budget Specialist	Awaiting Action			Christian Monterrubio (Budget Specialist)	6	
					Edith Lawson-Jefferson [C] (Budget Specialist)		
					Joselyne Delgado (Budget Specialist)		
					Karla Gutierrez (Budget Specialist)		
					Lee Clemmer (Budget Specialist)		

Remaining Process

Click on the button below to review remaining process details.

COUNTY OF GALVESTON

BUDGET ENTRIES

WORKDAY FINANCIAL SYSTEM

Workday Journal Entry#:

DESCRIPTION/WORKTAG	Accounts					Debit (+)	Credit (-)
	FUND NUMBER	COST CENTER	LEDGER ACCOUNT	SPEND/REVENUE CATEGORY	Project Worktag		
Moody Courthouse Renovation Project							
	3100	170100	5700000	Building Improvements-Goods	Moody Courthouse Renovation began 2025	3,200.00	
	3100	170100	5700000	Building Improvements-Services	Moody Courthouse Renovation began 2025		3,200.00
To reclassify budget from services to goods spend category for Moody Courthouse Renovation Project to cover future expenses (quote) related to goods-5.22 CC							
						$ 3,200.00	$ 3,200.00

Prepared/Posted by: Austin Schumann **Accounting Date:** 5/22/2026

Approved in Workday by: Kenna Pruitt

Project/Project Hierarchy: Moody Courthouse Renovation began 2025
Period: FY2026 - May
Book: Modified Accrual
Plan Structure: Project LTD Budget

Fund	Cost Center	Project	Program	Ledger Account	Spend Category	Revenue Category	Budget	Actuals (LTD)	Actuals (Current Period)	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, & Reserved	Budget Remaining	Budget Used (%)
3100 County Capital Projects Fund	170100 Facilities Services	Moody Courthouse Renovation began 2025	(Blank)	4911000:Transfers - General Fund	(Blank)	Transfer from General Fund	(120,000.00)	(120,000.00)	0.00	0.00	0.00	0.00	(120,000.00)	0.00	100.00%
3100 County Capital Projects Fund	170100 Facilities Services	Moody Courthouse Renovation began 2025	(Blank)	5700000:Capital Outlays	Building Improvements - Goods	(Blank)	34,000.00	0.00	0.00	0.00	180.00	0.00	180.00	33,820.00	0.53%
3100 County Capital Projects Fund	170100 Facilities Services	Moody Courthouse Renovation began 2025	(Blank)	5700000:Capital Outlays	Building Improvements - Services	(Blank)	86,000.00	0.00	0.00	0.00	49,149.37	0.00	49,149.37	36,850.63	57.15%
Total Revenue							120,000.00	120,000.00	0.00	0.00	0.00	0.00	120,000.00	0.00	100.00%
Total Expenditures							120,000.00	0.00	0.00	0.00	49,329.37	0.00	49,329.37	70,670.63	41.11%
Net Total (Revenue - Expense)							**0.00**	**120,000.00**	**0.00**	**0.00**	**(49,329.37)**	**0.00**	**70,670.63**	**(70,670.63)**	**0.00%**

We have prepared a quote for you

Lenel Add On CHM

Quote # Q025655 Version 4

Prepared for:

County of Galveston

Prepared by:

Ralph Hamilton

Access Control

Manufacturer Part Number	Product Description	Qty	MSRP	Price	Ext. Price
PRO-64RUP	Lenel - 64 Access Reader Upgrade - ENT/PRO Systems - PRO-64RUP	1	$3,017.00	$2,564.45	$2,564.45
LNL-M2220	Lenel - Intelligent Dual Reader Controller, MP Series - LNL-M2220	2	$2,926.00	$2,487.10	$4,974.20
LNL-1320-S3	Lenel - LNL-1320-S3 - Dual Reader Interface Module - Series 3 - Supports OSDP Readers, 12/24VDC, 2 Reader Interface, 8 Inputs	6	$1,052.32	$894.47	$5,366.82
FPO150/250-2C83D8PE8M2/P16-A	Access Power Supply/Charger for Mercury - PRE-WIRED - 12/24VDC, 12/6 Amp,24 Controlled Outputs (fused),16 Distributed Outputs (fused), , E8M1 Enclosure (36" x 30" x 6.5") Mercury Boards (up to 10 w/ door mount) - FPO150/250-2C83D8PE8M2/P16-A	2	$4,394.00	$3,910.66	$7,821.32
BT1212	Battery, 12VDC, 12AH - 3.75" x 5.94" x 3.5" (WxLxH) - BT1212	4	$103.52	$87.99	$351.96
LNL-R10320-05TB	Reader - BlueDiamond, Single Gang Reader, Mobile Ready - LNL-R10320-05TB	11	$404.42	$343.76	$3,781.36
1600-CS-630	HES Electric Strike - HES 1600, Low Profile, 12/24 Volt DC, with Faceplates, for Latchbolt/Deadbolt - 1600-CS-630 - 1600-CS-630	11	$567.00	$481.95	$5,301.45
DS160	REX - Exit Motion Sensor w/ Sounder, Door Monitor - DS160 (use with optional TP160)	11	$131.76	$112.00	$1,232.00
TP160	REX - Exit Motion Sensor, Trim Plate, Gray - TP160 (use with DS160)	11	$2.76	$2.35	$25.85
184-12-W	Door Sensor - 1" Recessed, Steel Door Contact, White - 184-12-W	11	$8.82	$7.50	$82.50
4269-WHT	Wire - Access, Composite Cable, 1000' - 4269-WHT	4	$1,520.00	$1,292.00	$5,168.00
Hardware - AC Misc	Misc. Hardware - Access Control, per device - Hardware - AC Misc	13	$29.41	$25.00	$325.00
Labor	**Installation, Configuration & Cabling**	**1**	**$22,135.00**	**$22,135.00**	**$22,135.00**

Subtotal:	**$59,129.91**
Estimated Tax:	**$0.00**

$22,135.00 Services, $36,994.91 for Goods

Statement of Work

Deliverable

TIPS CONTRACT #240801 | EXPIRES 10/24/27

We are installing 11 new Lenel readers, 2 enclosures, and access control composite cabling to the 4th-6th floor of the original courthouse in Galveston County.

Floor 3 - 2 new readers

Floor 4- 1 enclosure,1 new reader

Floor 5- 2 new readers

Floor 6- 6 new readers, 1 enclosure

Assume access control composite cabling for all new runs.

Scope of Work – Access Control System Installation

1. Project Overview
Install, program, and commission an electronic access control system at [Galveston County – CHM]. System provides controlled access, enhances security, and integrates with existing infrastructure.

2. Objectives

- Control/monitor designated entry points
- Maintain audit trail of events
- Capture any special requirements

3. Labor Classification
? Prevailing Wage ? Not Prevailing Wage
If applicable: certified payrolls submitted, subcontractors compliant.

4. Project Scope

- Doors Controlled: [X] (see Door List)
- Standard door setup: reader, lock (strike/mag), REX, DPS, cabling, power, panel connection
- Variations noted in Door List
- Door internal pathway (Door Core) Provided by:
- If Applicable: Lock venders responsibility

Door List (Sample)

1. **Door: West Entry**
    1. Map Legend:
    2. Lock Type:
    3. ACP Locations
    4. Notes:
2. Door:
    1. Map Legend:
    2. Lock Type:
    3. ACP Locations:
    4. Notes:

5. Equipment & Materials

6. Installation & Programming

- Install all devices to code
- Pull/terminate/test cabling
- Integrate with IT network

- Program users, schedules, access levels3
- Train Customer on Program users, schedules, access levels (Unless these services were sold)

7. Testing & Commissioning

- Verify locks/credentials
- Validate logging and alarms
- Test power backup
- Pull full test report for customer
- Label all headend and door locations

8. Documentation & Training

- As-builts, manuals, warranty info
- On-site training for customer staff
- Provide programming logs at ACPs and to customers

Exclusions

There are 2 existing access controlled doors with readers on the 6th floor. Stone will need to tie them into the enclosure but will utilize the existing infrastructure that is in place.

9. Exclusions

- Power beyond outlets provided
- Structural modifications (cutting, drywall, paint)
- Network upgrades not in BOM
- Any equipment, materials, or services not specifically listed or itemized in this quote are expressly excluded from the scope of work herein and shall not be provided or included under this agreement.
- Door hardware (If applicable)
- Door Coring (If Applicable
- Rekeying new locks (If applicable)
- Maintaining customers' access levels and users

10. Customer Responsibilities

- Site access, drawings, 110V power
- Network readiness (IP, VLAN) before start
- If Available: Current credentials (Card Formats and Facility Code)
- IP information for ACP Controller

11. Customer-Specific Requirements
[Insert special compliance, clearance, or reporting needs]

12. Warranty & Support

- Warranty *90 days*, Please see warranty letter.
- Our workmanship is covered under a 90-day warranty from the date of completion. This warranty applies specifically to the labor and installation we provide. Materials and products used in your project are typically covered under the manufacturer's warranty, which may range up to five years or more, depending on the item. Manufacturer warranties are provided directly by the product manufacturer, and terms, coverage, and duration

may vary. We are happy to assist in providing manufacturer warranty documentation upon request.

Lenel Add On CHM

Prepared by:	Ship To:	Bill To:	Quote Information:
Stone Security	**County of Galveston**	**County of Galveston**	**Quote #: Q025655**
Ralph Hamilton +13462636472 Ralph.Hamilton@stonesecurity.net	722 Moody Ave. Galveston, TX 77550 Chris Martinez +14097705371 chris.martinez@galvestoncountytx.gov	722 Moody Ave. Galveston, TX 77550 Chris Martinez +14097705371 chris.martinez@galvestoncountytx.gov	Version: 4 Delivery Date: 05/05/2026 Expiration Date: 03/15/2026 Net 30

Quote Summary

Description	Amount
Access Control	$59,129.91

Total: **$59,129.91**

This quote is issued subject to BearCom's standard terms of sale: https://bearcom.com/terms-of-sale

Quote valid until expiration date as noted on quote and prices are subject to change.

Pricing:
Payment of all applicable state and local taxes are the responsibility of the customer. Please verify that all taxes are correct based on your organization and notify Stone Security if any changes are needed.

Quotes and pricing terms are negotiated between Customer and Stone Security and may be unique to the Customer. Therefore, and except as otherwise provided by law, Customer hereby agrees to keep the pricing arrangement confidential for a period of no less than three (3) years from the date of the signed quote. Customer will not use this confidential Information in furtherance of its business, or the business of anyone else, whether or not in competition with Stone Security.

Credit Card payments are subject to a 3% processing fee.

Return Policy:
Purchases are subject to a 30 day return policy on products which are unopened and in new condition. Returns may be subject to a restocking fee depending on manufacturer restrictions. Custom products and open boxes are nonreturnable.

Support:
Systems not covered by a Support Agreement will be billed time and materials.

Warranty:
Stone Security warrants all labor and materials installed at the job site for 90 days from the installation date, excluding normal wear and tear or product abuse. A representative will assess any damage caused by Stone Security. If found to be due to faulty workmanship or materials, Stone Security will repair or replace the defective material at no cost.

Acceptance:
By signing below, you agree to the Pricing, Deliverables, Return Policy and Support of this Quote and are duly authorized to sign on

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*14.

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

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

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/11/26 11:01 am

Payment Printing Run Ad Hoc Payment - Jury - 05/01/2026 08:40 AM
Settlement Run SR-0000377
Payment Group Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911
Ad Hoc Payment - Jury - 05/01/2026 08:40 AM.pdf
Status Completed

Process Information

Name of Submitter Annaya Nigrelle
Actual Start Date and Time 05/01/2026 10:40 AM
100%
Total Processing Time (hour:min:sec)
00:00:21
Response Message
Integration Completed.

Payments

Payment	Payment Date	Check Number	Payment Amount	Currency	Payee
Ad Hoc Payment: Billy Leonard Stanley - 04/29/2026	04/29/2026	314207	75.00	USD	Billy Leonard Stanley
Ad Hoc Payment: BOB'S GROCERY STORE - 04/29/2026	04/29/2026	314208	61.00	USD	BOB'S GROCERY STORE
Ad Hoc Payment: Brianna Rachelle Alleman - 04/29/2026	04/29/2026	314209	40.00	USD	Brianna Rachelle Alleman
Ad Hoc Payment: Camillo Properties - 04/29/2026	04/29/2026	314210	89.00	USD	Camillo Properties
Ad Hoc Payment: CITY OF FRIENDSWOOD - 04/29/2026	04/29/2026	314211	200.00	USD	CITY OF FRIENDSWOOD
Ad Hoc Payment: CNA INSURANCE C/O JOHN STANKOVICH, NIELSE, ZEHE& ANTAS, P.C - 04/29/2026	04/29/2026	314212	2,108.88	USD	CNA INSURANCE C/O JOHN STANKOVICH, NIELSE, ZEHE& ANTAS, P.C
Ad Hoc Payment: Coy Christian Clark - 04/29/2026	04/29/2026	314213	75.00	USD	Coy Christian Clark
Ad Hoc Payment: Daniel Shroeder - 04/29/2026	04/29/2026	314214	20.00	USD	Daniel Shroeder
Ad Hoc Payment: DAVID GARZA - 04/29/2026	04/29/2026	314215	135.00	USD	DAVID GARZA
Ad Hoc Payment: FIDENCIO GONZALEZ FLORES - 04/29/2026	04/29/2026	314216	100.00	USD	FIDENCIO GONZALEZ FLORES
Ad Hoc Payment: FRAUD PROSECUTIONS UNIT-TEXAS WORKFORCE COMMISSION - 04/29/2026	04/29/2026	314217	360.00	USD	FRAUD PROSECUTIONS UNIT-TEXAS WORKFORCE COMMISSION
Ad Hoc Payment: Freddie Antonio Santos - 04/29/2026	04/29/2026	314218	225.00	USD	Freddie Antonio Santos
Ad Hoc Payment: GALVESTON COUNTY - 04/29/2026	04/29/2026	314219	0.81	USD	GALVESTON COUNTY

Payment	Payment Date	Check Number	Payment Amount	Currency	Payee
Ad Hoc Payment: Gloria Hightower McAfee - 04/29/2026	04/29/2026	314220	9.19	USD	Gloria Hightower McAfee
Ad Hoc Payment: Health and Human Services Commission - 04/29/2026	04/29/2026	314221	245.77	USD	Health and Human Services Commission
Ad Hoc Payment: JAIME OREA - 04/29/2026	04/29/2026	314222	20.00	USD	JAIME OREA
Ad Hoc Payment: JESSICA MARIEL DELOCH - 04/29/2026	04/29/2026	314223	50.00	USD	JESSICA MARIEL DELOCH
Ad Hoc Payment: JESUS DE HOYOS - 04/29/2026	04/29/2026	314224	70.00	USD	JESUS DE HOYOS
Ad Hoc Payment: Kitten Leopold - 04/29/2026	04/29/2026	314225	420.00	USD	Kitten Leopold
Ad Hoc Payment: LEAGUE CITY YOUTH SPORTS ORGANIZATION - 04/29/2026	04/29/2026	314226	300.00	USD	LEAGUE CITY YOUTH SPORTS ORGANIZATION
Ad Hoc Payment: LUNDIE DANIEL - 04/29/2026	04/29/2026	314227	100.00	USD	LUNDIE DANIEL
Ad Hoc Payment: Maria Rondiak - 04/29/2026	04/29/2026	314228	200.00	USD	Maria Rondiak
Ad Hoc Payment: MICHELLE SOLLENBERGER - 04/29/2026	04/29/2026	314229	310.00	USD	MICHELLE SOLLENBERGER
Ad Hoc Payment: MOAREFTI HOUSHYAR - 04/29/2026	04/29/2026	314230	420.12	USD	MOAREFTI HOUSHYAR
Ad Hoc Payment: NICHOLAS LONG - 04/29/2026	04/29/2026	314231	154.00	USD	NICHOLAS LONG
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Payment	Payment Date	Check Number	Payment Amount	Currency	Payee
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Positive Pay Files

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				Payment Printing Event	Approval by Settlement Specialist	Awaiting Action			Dwight Sullivan (Settlement Specialist)	3	
									Mien Tran (Settlement Specialist)		
									Susie Smith (Settlement Specialist)		

Payment Printing Run Ad Hoc Payment - Odyssey - 05/08/2026 06:17 AM
Settlement Run SR-0000382
Payment Group Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911
Ad Hoc Payment - Odyssey - 05/08/2026 06:17 AM.pdf
Status Completed

Process Information

Name of Submitter Annaya Nigrelle
Actual Start Date and Time 05/08/2026 08:17 AM
100%
Total Processing Time (hour:min:sec)
00:00:16
Response Message
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Payments

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Ad Hoc Payment: Best Buy - 05/06/2026	05/06/2026	314250	1,500.00	USD	Best Buy
Ad Hoc Payment: BOB'S GROCERY - 05/06/2026	05/06/2026	314251	50.00	USD	BOB'S GROCERY
Ad Hoc Payment: CANDALWOOD SUITES - 05/06/2026	05/06/2026	314252	57.33	USD	CANDALWOOD SUITES
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Ad Hoc Payment: EDWARD JANEK SR. - 05/06/2026	05/06/2026	314257	765.00	USD	EDWARD JANEK SR.
Ad Hoc Payment: Estefania Gomez - 05/06/2026	05/06/2026	314258	100.00	USD	Estefania Gomez
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Ad Hoc Payment: Gary Kent Syfert - 05/06/2026	05/06/2026	314261	18.92	USD	Gary Kent Syfert
Ad Hoc Payment: Giles Wesley Bartle - 05/06/2026	05/06/2026	314262	115.00	USD	Giles Wesley Bartle
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Ad Hoc Payment: Texas Department of Public Safety - 05/06/2026	05/06/2026	314277	180.00	USD	Texas Department of Public Safety
Ad Hoc Payment: Texas Department of Public Safety - 05/06/2026	05/06/2026	314278	0.31	USD	Texas Department of Public Safety
Ad Hoc Payment: TEXAS HEALTH & HUMAN SERVICES - 05/06/2026	05/06/2026	314279	300.00	USD	TEXAS HEALTH & HUMAN SERVICES
Ad Hoc Payment: TEXAS HEALTH AND HUMAN SERVICES - 05/06/2026	05/06/2026	314280	60.00	USD	TEXAS HEALTH AND HUMAN SERVICES

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
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				Payment Printing Event	Integration: INT023 Prosperity Bank Payroll Positive Pay with Voids Outbound	Not Required		05/09/2026		0	

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	Integration Process Event (INT030 Prosperity Bank Financials Positive Pay with Voids Outbound (TOP LEVEL))	Automatic Complete	05/08/2026 08:17:57 AM			0	
				Integration Process: INT030 Prosperity Bank Financials Positive Pay with Voids Outbound	Service: Fire Integration	Step Completed	05/08/2026 08:18:09 AM		Workday Service	1	ISU_INT030: Integration Completed.
				Integration Process: Document Delivery	Integration Process Event (Document Delivery (TOP LEVEL))	Automatic Complete	05/08/2026 08:18:09 AM			0	
				Integration Process: Document Delivery	Service: Fire Integration	Step Completed	05/08/2026 08:18:15 AM		Workday Service	1	ISU_INT030: Delivered 1 document(s).

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*15.

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

Receive and file April 2026 Personal Bond/Collections Monthly Report submitted by Personal Bond/Collections

Approval History

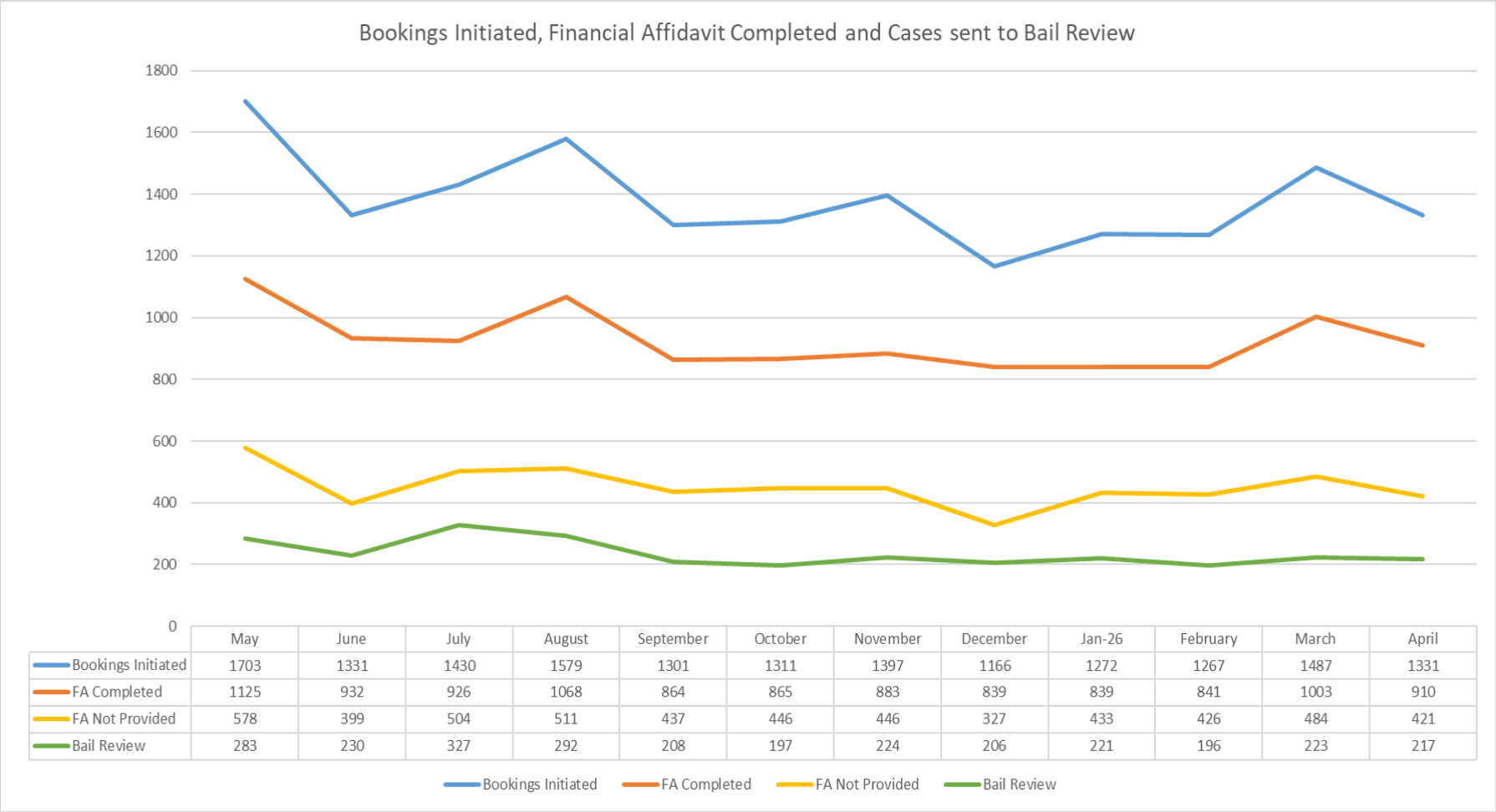
Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/13/26 9:45 am

PERSONAL BOND MONTHLY REPORT APRIL 2026

PERSONAL BOND OFFICE

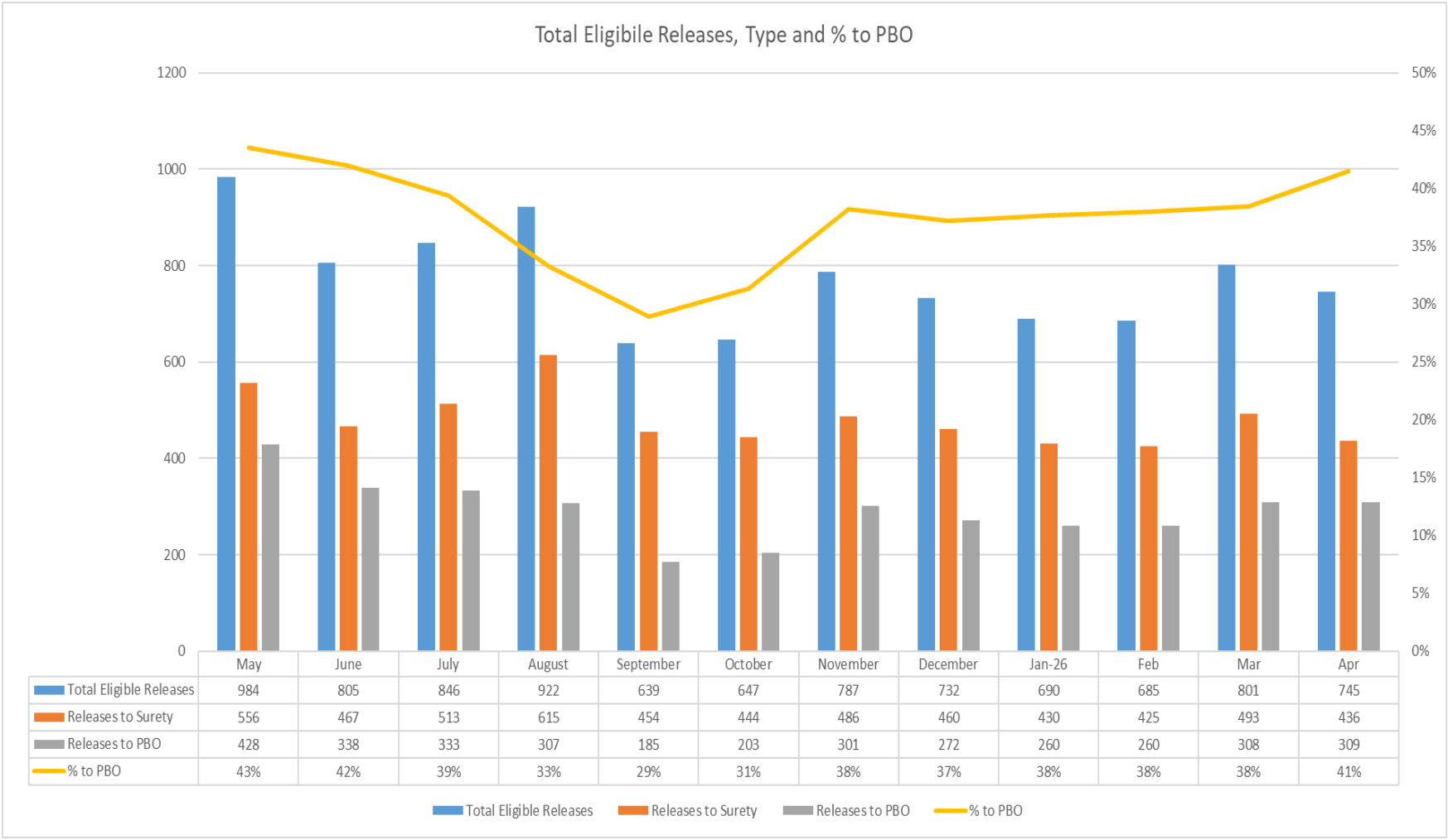
Aaron Johnson, Director

May 1, 2026



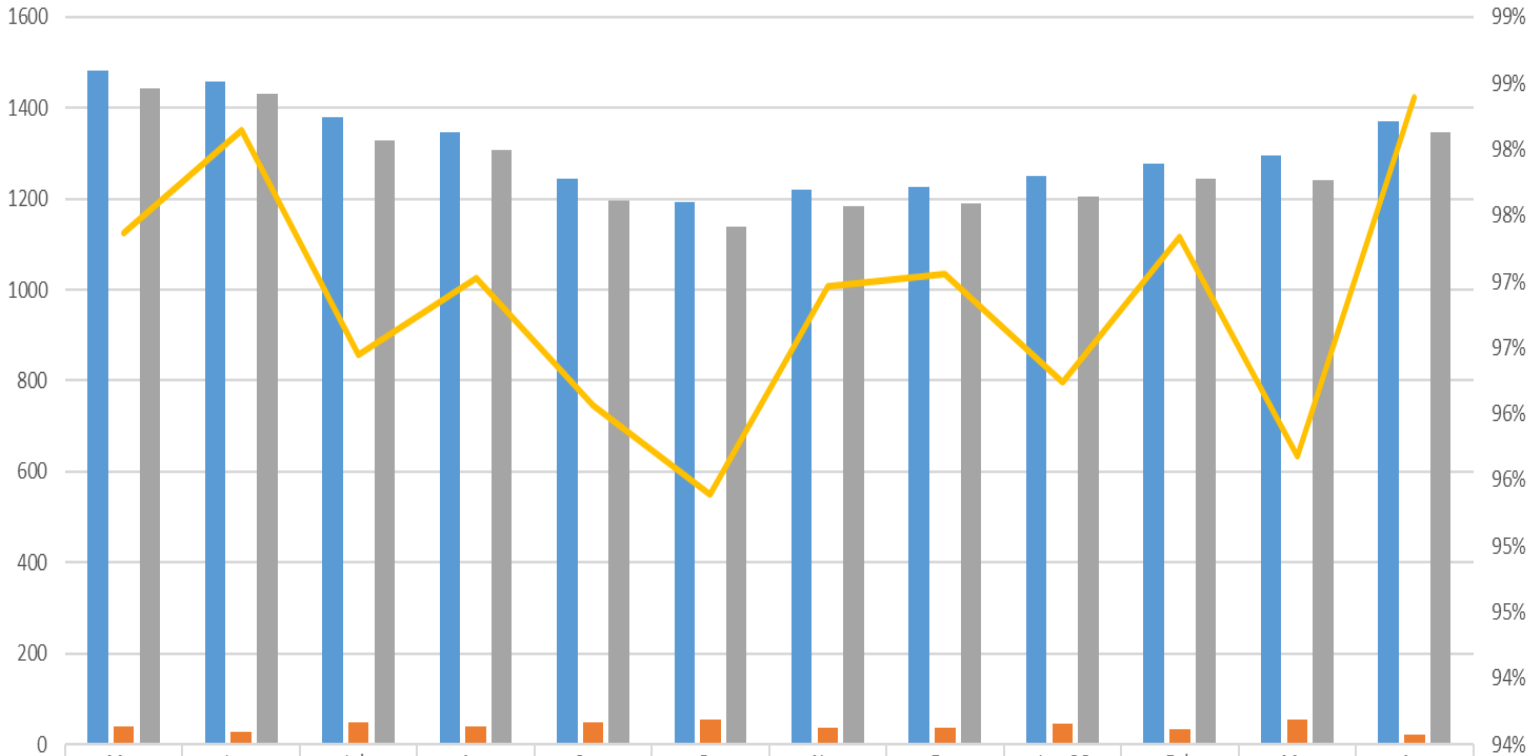
	May	June	July	August	September	October	November	December	Jan-26	February	March	April
Bookings Initiated	1703	1331	1430	1579	1301	1311	1397	1166	1272	1267	1487	1331
FA Completed	1125	932	926	1068	864	865	883	839	839	841	1003	910
FA Not Provided	578	399	504	511	437	446	446	327	433	426	484	421
Bail Review	283	230	327	292	208	197	224	206	221	196	223	217

Financial Affidavits not provided reasons include but not limited to: Magistrated cases in other jurisdictions, Defendant refused, Out of County Warrants, Municipal Holds, and Class C cases.



	May	June	July	August	September	October	November	December	Jan-26	Feb	Mar	Apr
Total Eligible Releases	984	805	846	922	639	647	787	732	690	685	801	745
Releases to Surety	556	467	513	615	454	444	486	460	430	425	493	436
Releases to PBO	428	338	333	307	185	203	301	272	260	260	308	309
% to PBO	43%	42%	39%	33%	29%	31%	38%	37%	38%	38%	38%	41%

Personal Bond Compliance Report based on Monthly Average Population



	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan-26	Feb	Mar	Apr
Total Active Population	1482	1458	1378	1346	1244	1193	1220	1225	1251	1278	1296	1369
Total Forfeitures	39	27	49	40	49	55	37	36	47	34	56	22
Total in Compliance	1443	1431	1329	1306	1195	1138	1183	1189	1204	1244	1240	1347
% in Compliance	97%	98%	96%	97%	96%	95%	97%	97%	96%	97%	96%	98%

Total Active Population Total Forfeitures Total in Compliance % in Compliance

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*16.

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

Receive and file Galveston County Justice and Mental Health System and Modernization Project Report for April 2025 to April 2026 submitted by the County Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/12/26 3:40 pm

Galveston County Justice and Mental Health System Modernization Project

Final Report for Project Period of April 2025 to April 2026

April 13, 2026

MEADOWS
MENTAL HEALTH
POLICY INSTITUTE

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Appendix 13: Implementation Checklist for SJR 5 and SB 9, Coordinating Council Meeting of August 8, 2025. SJR 5 Checklist Updated for Coordinating Council Meeting of November 14, 2025 ..... WW

Appendix 14: Executive Summary, Second Follow-Up Policy Monitoring Review of Galveston County's Indigent Defense Systems, August 2025 ..... FFF

Appendix 15: Workplan Related to the Opening and Initial Operations of the MH Wellness Center Presented to the Coordinating Council on September 19, 2025 III

Appendix 16: Galveston County Mental Health Wellness Center Intake Sources and Law Enforcement Referral Flow Chart ..... KKK

Appendix 17: Review of Process and Outcomes for Misdemeanor MH Court Docket for Coordinating Council Meeting of September 19, 2025 ..... MMM

Appendix 18: GCC Mental Health Brochure for Training Sessions with Law Enforcement presented to Coordinating Council Meeting of December 4, 2025 ..... TTT

Appendix 19: GCC Mental Health Wellness Center Overview and Intake, Assessment and Program Protocols, Report to the Coordinating Council, January 23, 2026 VVV

Appendix 20: Overview Texas Indigent Defense Commission Findings and Responses from Galveston, Report to the Coordinating Council, March 20, 2026 ..... FFFF

Appendix 21: Briefing Report to Judge Yates Related to Scope of Her Work and Pending Improvement Issues in Each of Her Areas ..... KKKK

I. Introduction

This is the final progress report of this project year covering work from April 17, 2025 to April 10, 2026. As documented in the prior annual reports, and quarterly progress reports, the Coordinating Council has become an effective body to manage the improvements related to the design and adoption of the complex justice and mental health system modernization policies impacting multiple agencies. Since the first meeting in July 2018, the Coordinating Council has met 146 times as of the last meeting at the time of this report of April 10, 2026. During this twelve-month project period, the Coordinating Council met 21 times and addressed over 50 project tasks discussed below.

Section II of this report summarizes key metrics for calendar year 2025. **Section III** presents the Coordinating Council meeting agendas during this twelve-month period and **Section IV** provides documentation of the project tasks. **Section V** presents appendices showing some of the key documents during this reporting period. These three sections add to the material presented in the July 14, 2025, and November 17, 2025 progress reports.

The Meadows Institute, at the request of County Judge Mark Henry and Commissioners Court, conducted a comprehensive assessment of the Galveston County pretrial, judicial and mental health system policies and processes in 2017. The Institute then presented a report in November of 2017 providing a roadmap to county and judicial leaders to design a more effective pretrial assessment and supervision system and make improvements related to magistration, court processes, and system responses for justice involved mentally ill persons.[1]

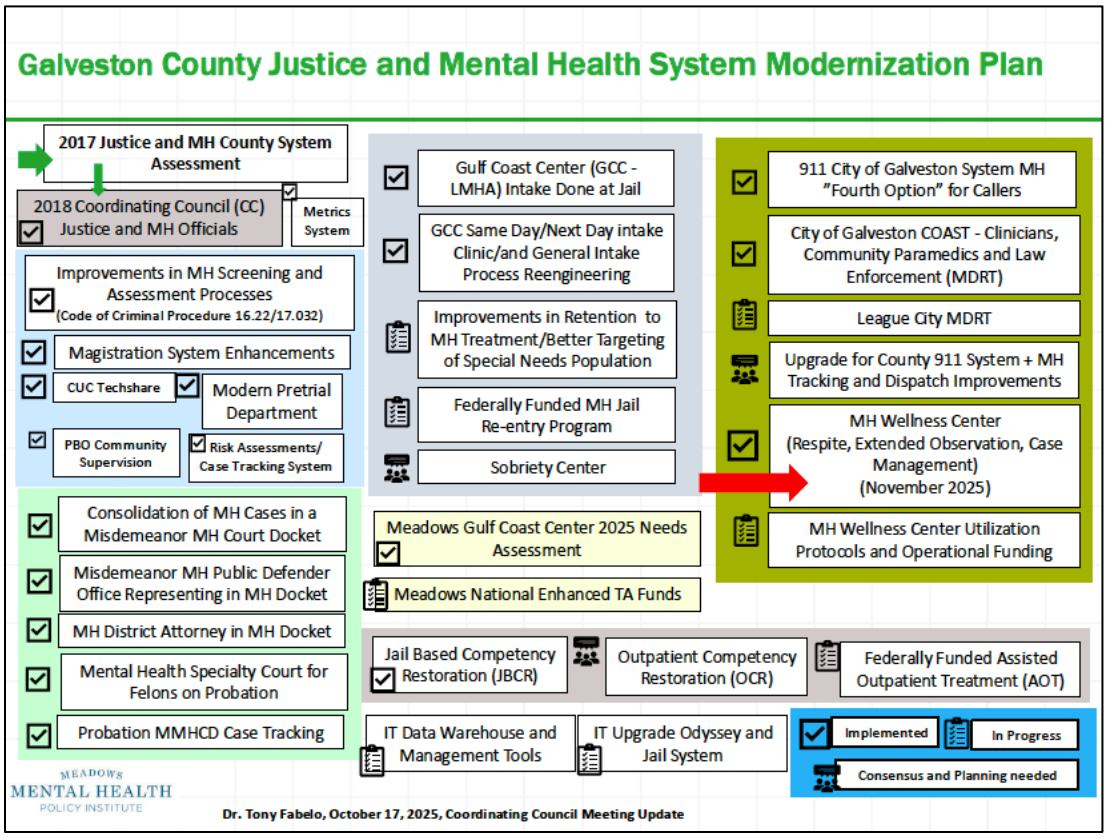
A significant number of policies have been adopted since 2017 when the initial system assessment was presented to Galveston County officials. These policies have addressed deficiencies raised in the 2017 systemwide assessment report or during subsequent interim studies and reviewed by the Council. The Meadows Institute documented policies adopted in a report issued on June 3, 2022 and presented in a special in-person meeting of the Coordinating Council to "celebrate" the project accomplishments.[2] The accomplishments are also reviewed in the project's Annual Reports issued during April of each project year. A most recent update of the accomplishments and pending tasks was presented to the Coordinating Council for review during its in-person meeting of January 24, 2025. This report was updated for the October 17, 2025 in-person meeting of the Coordinating Council. The accomplishments are

[1] See: Galveston County Justice System Assessment: Findings and Recommendations, November 13, 2017
[2] Meadows Mental Health Policy Institute, June 3, 2022. Galveston County Justice and Mental Health System Modernization Project: Review of Accomplishments Since 2018.

summarized on the updated **Figure 1** below. The figure highlights with a red arrow one of the major accomplishments of the project: the inauguration of the first ever Mental Health Wellness Center on October 16, 2025 in a "Blue-Ribbon" cutting ceremony. The center had a "soft opening" in April 2026 and, pending certification by the state Health and Human Services Commission, will be fully operational in May 2026.

The Mental Health Wellness Center will be a hub to better coordinate the continuum of care for mentally ill persons. The center provides bed capacity for an Extended Observation Unit (EOU), nine beds in private rooms for up to three days of observation and stabilization, and three 24-hour observation beds for crisis stabilization. The center also provides a Crisis Respite Center, 12 beds for up to 14 days of voluntary stabilization, development of service plans, and connection to outpatient resources. The center is a drop-off for persons in mental health crisis for Galveston County law enforcement after proper screening from clinical staff. Psychiatric evaluations, medication management, crisis-focused therapy and support are part of the service package. The implementation of law enforcement Multidisciplinary Response Teams (MDRT) in the City of Galveston (COAST program) and League City is also enhancing the ability to better utilize the center. These MDRT teams of police and emergency services work with embedded clinicians to better handle mental health crises in the community and divert appropriate persons in crisis to the center instead of an emergency room or the jail.

Figure 1: Project Map Updating Accomplishments and Pending Tasks Update Presented to the Coordinating Council Meeting of October 15, 2025



II. Summary of Key Metrics for 2025

Key system metrics are collected monthly and presented to the Coordinating Council for review periodically. The 2025 metrics are presented below. It is important to note that the Galveston County population grew since the start of the project by 10.2%, from 337,639 in 2018 to an estimated 372,228 in 2025.

Jail Population Tables

Table 1 below shows the average monthly number of Galveston County jail bookings, jail releases and jail population for 2021, 2022, 2023, 2024 and 2025. The average jail population increased by 10% in 2025 (from 974 in 2024 to 1,074 in 2025). The statewide jail population increased by 2% during the same period according to the Texas Commission on Jail Standards reports. The average jail population "staying behind" in jail every month (number of bookings minus number of releases) increased by 15% in 2025 (from 237 to 273) and by 48% between 2021 to 2025 (from 185 to 273).

Not shown in the table is that the average percentage of releases that were released in 24 hours or less decreased from 71% in 2023 to 67% in 2025. The average number of felony defendants still in jail custody and not indicted increased by 21% from 2021 to 2025 (from 285 to 346) and by 8% between 2024 and 2025 (from 319 to 346).

The jail population since December 2025 has stabilized and the jail is operating lower than 90% of capacity at the time of this report. The jail population on April 1, 2026 was 1,025.

Table 1: Average Number Monthly Galveston County Jail Bookings, Jail Releases and Jail Population on First Day of Month and Average Jail Population Staying Behind in Jail Every Month, 2021 to 2025

Calendar Year	Average Number of Jail Bookings	Average Number of Jail Releases	Average Jail Population First Day of Month	Average Operating Capacity Percentage*	Average Population Staying Behind in Jail Every Month**
2021	1,276	1,092	985	83%	184
2022	1,218	1,008	979	82%	210
2023	1,244	1,033	942	79%	211
2024	1,209	972	974	82%	237
2025	1,305	1,031	1,074	90%	274
Percent Change 2021 to 2025	2%	-6%	9%		48%
Percent Change 2024 to 2025	8%	6%	10%		15%

* Jail capacity for January to October 2025 = 1,187 (see note below on methodology adjustment in November 2025). Internal capacity was expanded by 36 additional beds in late October 2025 bringing the total capacity from 1,171 beds to 1,207.
**Average population staying behind monthly in jail = booking minus releases.

Figure 2 below shows the monthly Galveston County jail population from project start in January 2018 to December 2025. The jail population was -3% lower in December 2025 than when the project started in January 2018 (1,082 vs. 1,121). However, the jail population of December 2025 was 24% higher than in January 2024. As stated above, the jail population since December 2025 has stabilized and the jail is operating at about 90% of capacity at the time of this report. The jail population on April 10, 2026 was 1,056.

Figure 2: Galveston County Jail Population by Month (First Day of Month), January 2018 to December 2025

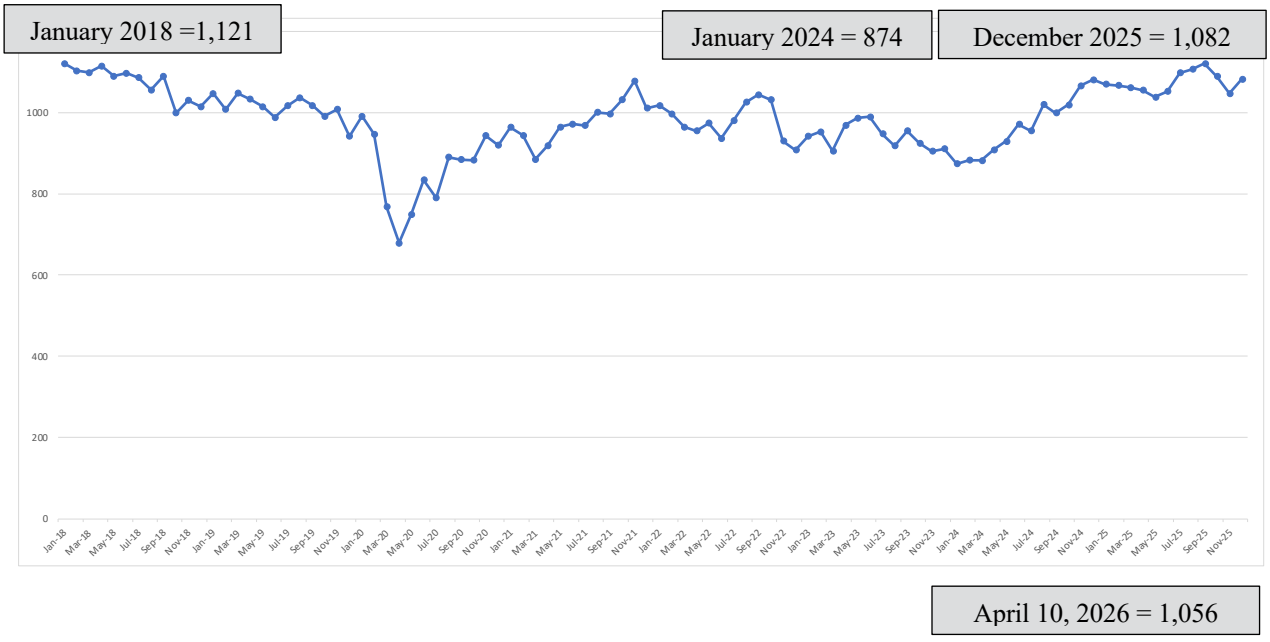


Table 2 below shows the average monthly jail releases on Personal Bond and the population under supervision by the Personal Bond Office (PBO) for 2021, 2022, 2023, 2024 and 2025. The average number of releases to PBO increased by 11% in 2025, from 265 in 2024 to 295 in 2025. The average population under PBO supervision increased by 5% in 2025 from 1,275 in 2024 to 1,333 in 2025.

Not shown in the table is that the average compliance rate stayed the same in 2025 at 97%. The percentage of eligible defendants in which the magistrates follow on the recommendations of the risk assessment tool remained the same in 2025 as in 2024 at 48%.

Table 2: Average Monthly Number of Jail Releases on Personal Bond. Population Under Supervision by Personal Bond Office and Percent of Jail Releases on Personal Bond, 2021 to 2025

Calendar Year	Average Number of Jail Releases on Personal Bond	Average Number Under Personal Bond Office Supervision	Average Percent of Jail Releases on Personal Bond
2021	66	544	6%
2022	152	517	15%
2023	258	1,109	25%
2024	265	1,275	27%
2025	295	1,333	29%
Percent Change 2021 to 2025	347%	145%	
Percent Change 2024 to 2025	11%	5%	

Judicial System Tables

Table 3 below shows the average monthly number of pending cases in District and County Courts for 2021, 2022, 2023, 2024 and 2025. The average yearly number of pending cases in District Courts declined 7% in 2025, from 2,379 in 2024 to 2,219 in 2025. The decline since 2021 was 28%, from 3,083 in 2021 to 2,219 in 2025. The average yearly number of pending cases in County Courts declined 14% in 2025, from 3,412 in 2024 to 2,934 in 2025. The decline since 2021 was 45%, from 5,319 in 2021 to 2,934 in 2025.

Table 3: Calendar Year Average Number of Pending Cases in District Courts and County Courts, 2021 to 2025*

Calendar Year	Average Number of Pending Cases District Courts	Average Number of Pending Cases County Courts
2021	3,083	5,319
2022	2,975	3,699
2023	2,606	3,474
2024	2,379	3,412
2025	2,219	2,934
Percent Change 2021 to 2025	-28%	-45%
Percent Change 2024 to 2025	-7%	-14%

Table 4 below shows the average monthly number of days from arrest to case disposition in the District and County Courts for 2021, 2022, 2023, 2024 and 2025. The average number of days between arrest and case disposition in County Courts was 206 days in 2025, about the same number of days as in 2024 (at 210) while for District Court that number was 250 days, lower than the 283 days in 2024. Since 2021, the average number of days between arrest and case disposition have been declining in both court systems (by 30% in District Courts and 34% in County Courts).

Table 4: Calendar Year Average Number of Days from Arrest to Case Disposition in the District Courts and County Courts, 2021 to 2025

Calendar Year	Average Number of Days District Courts	Average Number of Days County Courts
2021	356	313
2022	354	354
2023	327	211
2024	283	210
2025	250	206
Percent Change 2021 to 2025	-30%	-34%
Percent Change 2023 to 2025	-12%	-34%

Table 5 below shows the average monthly number of days from magistration to first court setting in the District and County Courts for 2023, 2024 and 2025. The average monthly number of days from magistration to first court setting increased by 26% between 2023 and 2025 in County Courts (from 49 days to 61 days) and stayed the same in the District Courts (at 41 days in 2023 and 2025). Not shown in the table is the performance target set by the County and Judicial Technology Advisory Committee (CJTAC). For County Courts, the performance target is 14 days between magistration and case filing and 53% of cases were on target on average in 2025. The performance target for District Courts is 3 days between magistration and case filing and 89% of cases were on target on average in 2025.

Table 5: Calendar Year Average Number of Days from Magistration to First Court Setting in the District Courts and County Courts, 2023 to 2025

Calendar Year	Average Number of Days District Courts	Average Number of Days County Courts
2023	41	49
2024	37	51
2025	41	61
Percent Change 2023 to 2025	-1%	26%

Not shown in the table is the percentage of cases dismissed in the courts. In 2025, the average percentage of cases dismissed in the District Courts was 35% (up from 34% in 2024) and in the County Courts it was 54% (down from 58% in 2024).

Table 6 below shows the average monthly number of pending Family cases in District and County Courts and the total pending for 2020, 2021, 2022, 2023, 2024 and 2025. The average yearly number of pending Family cases in County and District Courts decreased significantly in 2025. In District Courts, it decreased by 40% (from 1,978 in 2024 to 1,181 in 2025) and in County Courts it decreased by 21% (from 1,325 in 2024 to 1,045 in 2025). The total number of pending Family cases decreased by 33% in 2025 (from a total of 3,303 in 2024 to a total of 2,226 in 2025) and by 41% since 2020 (from 3,755 in 2020 to 2,226 in 2025).

Table 6: Calendar Year Average Number of Pending Family Cases in District Courts and County Courts and Total Pending as Reported by the Office of Court Administration, 2020 to 2025

Calendar Year	Average Number of Pending Family Cases District Courts	Average Number of Pending Family Cases County Courts	Average Number of Total Pending Cases in County Courts
2020	1,928	1,828	3,755
2021	2,237	1,926	4,163
2022	2,275	1,892	4,167
2023	2,093	1,775	3,868
2024	1,978	1,325	3,303
2025	1,181	1,045	2,226
Percent Change 2020 to 2025	-39%	-43%	-41%
Percent Change 2024 to 2025	-40%	-21%	-33%

Mental Health and Indigent Defense Tables

Table 7 below shows the average monthly number of Code of Criminal Procedures (CCP) 16.22 mental health reports conducted by the Gulf Coast Center (GCC) and the average number of persons in jail awaiting competency proceedings for 2022, 2023, 2024 and 2025. The average number of monthly CCP 16.22 reports completed by the GCC declined 14% in 2025 (from 177 to 153) and declined 17% from 2022 (from 185 to 153). Not shown in the table is that reports completed for felony cases declined at a slightly higher level as reports completed for misdemeanor cases. In 2025, there was a 22% decrease in the number of misdemeanor reports (average of 67 in 2024 compared to 52 in 2025) and a 25% decrease in the average number of felony reports (from an average of 81 in 2024 to 61 in 2025).

The number of defendants awaiting competency in jail increased by 71%, for a monthly average of 10 in 2024 to 17 in 2025. Not shown in the table is the number of defendants returned from the State Hospital and awaiting trial increasing by 61%, from an average of 4 in 2024 to an average of 7 in 2025. The average monthly number of defendants in the State Hospital increased by 29%, from an average of 7 in 2024 to 9 in 2025.

Table 7: Calendar Year Average Number of Total Mental Health Assessments Conducted by Gulf Coast Center and Number of Persons in Jail Awaiting Competency, 2022 to 2025

Calendar Year	Average Number of Mental Health Assessments	Average Number of Persons Awaiting Competency in Jail
2022	185	9
2023	162	11
2024	177	10
2025	153	17
Percent Change 2022 to 2025	-17%	80%
Percent Change 2024 to 2025	-14%	71%

A discussion related to this area, and data not shown in tables, is that the average percentage of booking screened positive for mental health declined from 40% in 2024 to 31% in 2025, but the decline was driven by a steep decline in this percentage starting when UTMB took over health services at the jail in August 2025. Before UTMB took over the services, the average percentage of booking identified as positive for mental health was 36% from January 2025 to July 2025, compared to 25% between August 2025 to December 2025. It is not known at the time of this report if the decline is related to improvement in screening protocols or a true decline in the number of bookings screening positive for mental health. This is pending review.

The screened positive in proportion to the number of magistration declined from 55% in 2024 to 43% in 2025. But this is driven again by changes in the screening before and after the UTMB takeover of these services. The average percentage of magistrated cases identified as positive for mental health was 48% from January 2025 to July 2025, compared to 34% between August 2025 to December 2025.

The average number of bookings screened positive declined by 17% in 2025 (from 485 in 2024 to 404 in 2025), while the average number of mental health reports conducted by the GCC as discussed above declined by 14% (from 177 in 2024 to 153 in 2025). There were on average 32 fewer monthly reports produced by the GCC in 2025 compared to 2022.

The average number of CCP 17.032 hearings (MH Pretrial Bond) stayed about the same in 2025 with a monthly average of 15 in 2025 compared to 14 in 2024. The MH Pretrial Bond releases also remained stable with an average monthly release of 13 in 2025 compared to 14 in 2024.

Table 8 below shows the average monthly number of misdemeanor defendants appointed to the Misdemeanor Mental Health Public Defender Office, average number of new cases appointed and average monthly caseload from 2023 to 2025. The average number of monthly misdemeanor defendants appointed to the MMHPD increased by 20%, from 51 in 2023 to 62 in 2025. The average number of misdemeanor cases appointed increased by 34% during the same period, from 65 in 2023 to 88 in 2025. The average monthly caseload increased by 24%, from 132 in 2023 to 163 in 2025. The caseload numbers below are also equivalent to the number of cases in the Misdemeanor Mental Health Court Docket. This is based on the examination of the metrics conducted during this period and documented below.

Table 8: Calendar Year Average Number of Misdemeanor Defendants Appointed to the Misdemeanor Mental Health Public Defender Office, Number of New Cases Appointed and Average Caseloads for the Month, 2023 to 2025

Calendar Year	Average Number of Misdemeanor Defendants Appointed	Average Number of Misdemeanor Cases Appointed	Average Monthly Caseload
2023	51	65	132
2024	53	81	143
2025	62	88	163
Percent Change 2023 to 2025	20%	34%	24%
Percent Change 2024 to 2025	15%	8%	14%

Table 9 below shows the average monthly number of misdemeanor defendants disposed by the MMHPD, the average number of cases dismissed that were represented by the office and the percent of cases dismissed out of cases disposed from 2023 to 2025. The average number of misdemeanor cases disposed by the MMHPD increased by 41% from 2023 to 2025, from 65 in 2023 to 92 in 2025. The number of misdemeanor cases represented by the office dismissed increased by 82 percent, from 34 in 2023 to 61 in 2025. The percent of cases dismissed was 51% in 2023, to 68% in 2024 and 66% in 2025.

Table 9: Calendar Year Average Number of Misdemeanor Defendants Disposed by the Public Defender Office and Average Number of Cases Represented by the Public Defender Office Dismissed and Percent of Cases Dismissed, 2023 to 2025

Calendar Year	Average Number of Misdemeanor Cases Disposed by Public Defender Office	Average Number of Misdemeanor Cases Represented by Public Defender Dismissed	Percent of Dismissed Cases of Cases Disposed
2023	65	34	51%
2024	76	52	68%
2025	92	61	66%
Percent Change 2023 to 2025	41%	82%	
Percent Change 2024 to 2025	20%	17%	

III. Documentation of Coordinating Council Meeting Agendas

This section documents Coordinating Council meeting agendas and topics reviewed. During the project period of April 17, 2025 to April 10, 2026, the Coordinating Council met 21 times as of the meeting of April 10, 2026

Meeting 126	April 25, 2025

- **Chairman Holmes**
  - Open Meeting

- **Commissioner Hank Dugie**
  - May 1 TCJS hearing review of April 17
  - TCJS hearing strategy

- **Review of Sheriff Office Capacity Variance Request**
  - **Sheriff Fullen and/or Senior Staff**
  - Update Jail Population Numbers/Trend
  - Progress in achieving compliance with TCJS
  - Space for GCC Forensic
  - Exploring Potential Dickinson Booking Center

- **Review of GCC Worktables and Related Issues**
  - **Felicia Jeffery, CEO GCC**
  - New worktable for Jail Reentry Program
    - CSG Justice Center Planning Guide Attached
  - Review of Potential Federal Funding Cuts
  - Emotional Intelligence Training for Brazoria and Galveston County -TCOLE Credit Eligible)
    - May 22 for Galveston County and May 23 for Brazoria County
  - Review Opioid Settlement Funds
    - Last update on this issue was on September 6, 2024 CC Meeting

- **Review of Legislation Introduced by Senator Huffman**
  - **Aaron Johnson**
  - Summary of Potential Impact of SB 9, SJR No. 1 and SJR No. 5 Related to Pretrial and Bail Restrictions
  - Continuation of Review of Legislation
    - SB 40 relating to the use by a political subdivision of public funds to pay bail bonds
    - SB 8 relating to agreements between sheriffs and the United States Immigration and Customs Enforcement to enforce federal immigration law
    - SB 1047 relating to the release of defendants on bail, the duties of a magistrate in certain criminal proceedings, and the notice provided by peace officers to victims of family violence, stalking, harassment, or terroristic threat
    - HB 36 relating to the monitoring of certain family violence offenders, the provision of resources for family violence victims, and the collection of information about conditions of bond imposed in family violence cases and certain other criminal cases
    - Texas County Criminal Justice Planning Group Update
    - Potential State Funding Grants for Pretrial

Meeting 127	May 9, 2025

- **Chairman Holmes**
  - Open Meeting
  - Update on Construction Progress of Wellness Center
    - See attached

- **Results of May 1 TCJS**
  - Results of May 1 TCJS hearing
    - Chairman Holmes and/or Commissioner Dugie
  - Dr. Fabelo on What is the Next Steps in Process by TCJS

- **Review of Sheriff Office Capacity Variance Request**
  - **Sheriff Fullen and/or Senior Staff**
  - Update - Jail Population Numbers/Trend
  - Update - Space for GCC Forensic
  - Update - Exploring Potential Dickinson Booking Center
  - Update Item 9 on April 11, 2025 Sheriff Mental Health Support for Community Crisis and GCC
    - "Galveston County Sheriff Deputy Access to GCC Virtual Clinicians"

- **On-Going Review of GCC and Mental Health Policies and Programs**
  - **Felicia Jeffery, CEO GCC and Jerry Freshour, Deputy**

- Assistant Outpatient Treatment (AOT) Worktable
  - See attached material

- Update Jail Reentry Program Planning Guide and Funding

- Early Planning for Wellness Center Operation and Upcoming Tasks to Complete Worktable for Coordinating Council

- Review Need to Establish Mechanism for Electronic Request of Emergency Detention Orders as Allowed by SB 2479 from the 88th Texas Legislature in 2023
  - See attached material

Meeting 128	May 30, 2025

- **Chairman Holmes**
  - Open Meeting

- **Review of Sheriff Office Capacity Variance Request**
  - **Sheriff Fullen and/or Senior Staff**
    - Update - Jail Population Numbers/Trend
    - Update – TCJS Variance and Compliance Issue
      - **Attached**: Letter of May 21, 2025 from TCJS to Sheriff
      - Strategy for submitting plan by end of June to TCJS
    - Update - Space for GCC Forensic
  - **Mel Villareal, Chief Deputy and Jerry Freshour, GCC, Senior Director**
    - Update – Item 9 "Galveston County Sheriff Deputy Access to GCC Virtual Clinicians"
    - Potential consolidation of 911 systems under Sheriff Office

- **Review of GCC Worktables and Related Issues**
  - Review Process for Emergency Detention Orders Transfer Warrant Orders, Order of Protective Custody and SB 2479 from the 88th Texas Legislature in 2023 Allowing for Electronic Requests to the Court
    - **Fabelo and Felicia Jeffery and Jerry Freshour, see report attached**
  - Update Jail Reentry Program Planning Guide and Funding
    - **Jerry Freshour**
  - COAST Anniversary Event
    - **Jerry Freshour**
  - Update – "Emotional Intelligence" training for law enforcement on May 22 and 23, 2025
    - **Jerry Freshour**
  - In Progress and Pending for Future Council Meetings
    - **Fabelo**
      - AOT Worktable
      - Wellness Center Worktable
      - MDRT 2.0 Worktable

- **Review of Key Proposed Legislation Introduced**
  - **Aaron Johnson**
    - SB 664: Relating to qualifications, training, removal, and supervision of certain masters, magistrates, referees, associate judges, and hearing officers.
      - Sent to the Governor for signature
      - **Attached:** Final Version SB 664 to the Governor

Meeting 129	June 13, 2025

- **Chairman Holmes**
  - Open Meeting

- **General Updates**
  - **Sheriff Fullen and/or Senior Staff**
    - Update – Jail Population Numbers/Trend
    - Update – Corrective Plan of Action to TCJS Submitted May 29, 2025
      - Attached: Letter attached
  - **Felicia Jeffery and Jerry Freshour**
    - Update – Item 9 "Galveston County Sheriff Deputy Access to GCC Virtual Clinicians" – First Review
    - Jail Reentry and AOT Planning Guide submissions
    - Update of legislative appropriation for Wellness Center

- **Review of Report with Analysis of SJR 5 and SB 9**
  - **Fabelo, Johnson, Wessels, with Members Feedback/Reactions for Further Review (continue to next meeting)**
    - See attached report
    - SJR 5 in the constitutional amendment requiring the denial of bail for certain felons.
    - SB 9 relates to the confinement or release of defendants before trial or sentencing and the condition of and procedures for setting bail and reviewing bail decisions.
  - The goal of this report is to provide an early review of the new policy framework set by these two bills as best understood by Dr. Fabelo with assistance from Arron Johnson and Bob Wessels and consultation with others outside Galveston County.
    - Discussions are needed in future meetings to clarify some key protocols, determine implementation issues and the impact on Galveston County.

Meeting 130	June 27, 2025

- **Chairman Holmes**
  - Memory of Judge Kerry Neves

- **General Updates**
  - **Sheriff Fullen and/or Senior Staff**
    - Jail population numbers/trend and any other relevant updates
    - Status of internal capacity expansion
  - **Felicia Jeffery**
    - Update on legislative appropriation for Wellness Center and other new legislative mandates
  - **Special Legislative Session Starting July 21, 2025**
    - Among other items the Special Session includes addressing Governor's veto concerns related to SB 2878 omnibus judicial branch operations bill (veto proclamation attached)

- **Continuation of Review of Report with Analysis of SJR 5 and SB 9**
    - See attached report again
  - **Recap for SJR 5 from last meeting**:
    - SJR 5 is the constitutional amendment requiring the denial of bail for certain felons
    - After review during meeting last week, Judge Robinson recommended that we wait and see if SJR 5 passes in the constitutional referendum on November 4, 2025 to then develop an implementation workplan.
    - Relevant questions for future planning if it passes:
      - When is the "clear and convincing evidence" hearing taking place by the District Attorney?
      - How is the required defense counsel going to be integrated in the process?
    - "Homework" from last meeting was to estimate how many of the no-bail eligible population today end up being released on bail.
      - Results: Aaron Johnson was able to track the release of defendants eligible for the denial of bond. Of the potential defendants eligible for bond denial under SJR 5 that were tracked for this assignment, 14% were released on bond within an average of 175 days. No defendants charged with Murder were able to post bond. However, 89% of defendants with Aggravated Assaults SBI/w DW were able to post bond. Aggravated Assault represents the largest group of these charges which would fall under the new law. If NONE of the Aggravated Assault defendants can post bond at the initial magistration hearing as stated in the new law (if adopted by the voters), then there would be approximately 100 additional defendants who will have to stay in jail awaiting appeal of the no-bail decision, which would impact the jail population. More refined analysis will be conducted in the future if the amendment is approved.

  - **Today: Review of SB 9** (start on page 7) relates to the confinement or release of defendants before trial or sentencing and the condition of and procedures for setting bail and reviewing bail decisions.

Meeting 131	July 11, 2025

- **Chairman Holmes**
  - Update construction Wellness Center (see attached)

- **General Updates**
  - **Sheriff Fullen and/or Senior Staff**
    - Jail population numbers/trend and any other relevant updates
    - Status of internal capacity expansion

- **Completion of Review of Report with Analysis of SB 9**
  - See attached report again with only the pages left to discuss

- **Update on Implementation of Chapter 65, SB 1518 Terrorist Offender Registration Program**
  - Jack Roady, DA and Chief Deputy SO, Mel Villareal
    - Reminder Note: The 88th Texas Legislature in 2023 created a new section of the Penal Code, Title 12, Chapter 76, defining a set of "terroristic offenses" for punishment enhancements. In the Texas Code of Criminal Procedure, Chapter 65, the legislature then created the Terrorist Offender Registration Program. Based on the provision of this law a reportable conviction or adjudication occurring on or after January 1, 2024, needs to be reported by local officials to the Texas Department of Public Safety.
    - We reviewed this at the meetings of July 19, August 9 and November 1, 2024
    - Pending questions:
      - Have local protocols been established between District Attorney, or courts, to report to the local centralized registration authority the appropriate reportable persons?
      - Has DPS already established "an alert flag on the criminal history record information of each person who is required to register under this chapter that would be visible and accessible to a peace officer, criminal justice official, or employee of a law enforcement agency while in the performance of the officer's, official's, or employee's official duties."? (Article 65.007, (b)).
      - Have local protocols been established or will be established for a local court to determine when a person no longer represents a threat to public safety and the person's "duty to register" expires? (Subchapter C, Article 65.101)

- **Review Assisted Outpatient Treatment (AOT) Workplan**
  - Jerry Freshour, Senior Director for Crisis and Justice Services, GCC
    - See attached workplan

Meeting 132	July 25, 2025

- **Chairman Holmes**

- **General Updates**
  - **Sheriff Fullen and/or Senior Staff**
    - Jail population numbers/trend and any other relevant updates
    - Status of internal capacity expansion
    - UTMB Jail Health Services Contract – August 18 start date?
  - **Personal Bond Office, Aaron Johnson**
    - Bond Type Information (see attached)
  - **Jerry Freshour, GCC**
    - Grant application, HHSC Mental Health Grant for Justice Involved Individuals
    - Connection with UTMB and GCC

- **Technology Feasibility Report to Implement Electronic Transmission of Emergency Detention and Protective Orders**
  - Chris Martinez, Galveston Department of Enterprise Services, Deputy Director
    - See attached report

- **Who Initiates and Who Receives Electronic Requests and Reports**
  - Jerry Freshour, Senior Director for Crisis and Justice Services, GCC
    - Preconstruction flowchart to MH Wellness Center (see attached)

- **Review of Reporting to DPS by District and County Clerks of Defendants Declared Incompetent to Stand Trial**
  - Daniel Betancourt, District Clerk, Diana Cuevas, County Clerk, and Christy Dobbs-Perez, GCC
    - Results of Review in Memo from Christy Dobbs-Perez (see attached)

Meeting 133	August 5, 2025

- **Chairman Holmes**

- **General Updates**
  - **Sheriff Fullen and/or Senior Staff**
    - Jail population numbers/trend and any other relevant updates
    - Status of internal capacity expansion
  - **Felicia Jeffery and Jerry Freshour, GCC**
    - Jail Reentry Plan for BJA - Status
    - Grant proposals for the HHSC
    - Rider 64 Funding (see attached report)

- **Review of Checklist Workplan for SB 9 and Potential for SJR 5**
  - Fabelo, Brandi Reyes and Aaron Johnson
    - See attached checklist report
    - See additional relevant information – Special Session HB 244 page 49

- **Review of Six-Month Statistical Trends**
  - Fabelo
    - See attached report

- **Review of September Schedule**
  - September 5, 2025 Coordinating Council -scheduled
    - Report on progress with SB 9 checklist
    - Report on Electronic System for Emergency Detention/Transfer Warrants/Protective Orders
    - Report by Misty Witmer IT Projects
  - Pending development late September:
    - Plans for opening day of the MH Wellness Center
    - Plans for policy roundtables:
      - Jail population trends and long-term jail capacity expansion needs
      - Expediated Court Disposition Docket Proposal
      - Misdemeanor MMH Court Docket Metrics
      - Electronic Emergency Orders (depending on progress report from Mike Martinez' group on September 8)

Meeting 134	September 5, 2025

- **Chairman Holmes**
  - Wellness Center Opening Moving to October
  - Jack Roady retirement September 30, 2025

- **General Updates**
  - **Sheriff Fullen and/or Senior Staff**
    - Jail population numbers/trend and any other relevant updates
    - Status of internal capacity expansion
  - **Aaron Johnson, PBO**
    - Update on OCA Briefing on SB 9 – FAQ
      - See attached OCA document
    - Request by Criminal Court Board to remove from the Financial Questionnaire the entry on "Court Appointed Attorney Eligibility".
      - See attached

- **TIDC Report Review – Second Follow-Up Policy Monitoring Review of Galveston County's Indigent Defense Systems – August 2025**
  - Joel Lieurance, Senior Policy Monitor and Ashley De La Garza, Senior Policy Analyst TIDC
    - See attached report

- **Review of IT Projects – Status Report and Report on the Department of Enterprise Services**
  - Misty Witmer, Chief Information Officer, Galveston County

- **Review of Roundtable Discussions in Person**
  - Plans for policy roundtables
    - Jail population trends and planning for capacity expansion
      - Pending set up with Tyler Drummond
    - Misdemeanor MH Court Docket
      - September 18 at 2 pm to 5 pm, Justice Center, 4th Floor, Suite 4100 Conference room (invites out after CC meeting)
      - See attached material imbedded in the invite
      - Calendar invite today to:
        - Judge Mallia (already invited by email on August 22 and review memo on August 1), Cristian Urbina, Jay Wooten, Monica Gracia, Christen Dobbs-Perez, Jerry Freshour, Willie Lacy, Aaron Johnson, Chris Martinez and Ryan Delgado, Department of Enterprise Services, Jack Roady or appropriate designee
    - Impact Disposition Docket
      - Move to October with visit during the opening of the MH Wellness Center

Meeting 135 (In Person)	September 19, 2025

Location: County Court Commissioners Courtroom, 722 Moody Avenue – 21st Street

ROLL CALL AND GENERAL UPDATES

- **Chairman Holmes and Chief of Staff Tyler Drummond**
  - Introductory comments

- **Sheriff Fullen and/or Senior Staff**
  - Jail population numbers/trend and any other relevant updates
  - Status of internal capacity expansion
  - Preliminary discussion on possible permanent jail capacity expansion

- **Wellness Center Review of Worktable**
  - Identify Steps Related to the Opening and Initial Operations of the Center
    - Felicia Jeffery, CEO GCC and Jerry Freshour, GCC

- **Electronic Transmission of Emergency Detention and Protective Orders – Workgroup Report**
  - Jerry Freshour, GCC
    - SB 1164 – update in Emergency Detention Criteria
  - Chris Martinez, Galveston Department of Enterprise Services
    - Flow of detention process for computerization purposes

- **Report back from Roundtable Discussion on Misdemeanor MH Court Docket**
  - Roundtable participants
  - Update on BJA grant Jail Reentry Plan – funds approve for program start
    - Review of Worktable by Christen Dobb-Perez, GCC

- **Use of Information Technology to Improve Agency Efficiencies: Demonstration of TechShare and CSS Case Management**
  - Aaron Johnson, PBO Director

Meeting 136	October 3, 2025

- **Chairman Holmes**
  - Wellness Center Opening Tentative October 16 or 17 "Blue Ribbon Cutting"
  - Need to add new DA for the list at appropriate time

- **Sheriff Fullen and/or Senior Staff**
    - Jail population numbers/trend and any other relevant updates
    - Status of internal capacity expansion

- ~~***Monthly Report to Commissioners Court and Review of TechShare Galveston County Jail Registration Workflow**~~
  - ~~Aaron Johnson, PBO Director~~
    - ~~See material attached~~

***Postponed to a later time as discussion of items below took all the meeting time**

- **Review of Proposal for CloudGavel Electronic Warrant Solution**
  - Mel Villareal, Chief Deputy
    - See material attached

- **IT Business Planning Needed to Integrate CloudGavel in Galveston IT "Ecosystem"**
  - Misty Witmer, Galveston County Chief Information Officer
    - Need to evaluate Motorola Premier system in process to determine if it provides warrant processing functionality
      - If not, determine how CloudGavel can integrate in the platform
    - Odyssey Cloud update is going to be implemented in Galveston and there is a need to determine how CloudGavel can integrate to this platform
    - Need to determine who is "mapping" the business processes to make CloudGavel work with all the potential agencies involved
      - Is this done by CloudGavel staff or expected to be done by Galveston Enterprise Services?

Meeting 137 (In Person)	October 17, 2025

In Person - Location: County Court Commissioners Courtroom, 722 Moody Avenue – 21st Street

ROLL CALL AND GENERAL UPDATES

- **Chairman Holmes**
  - Welcome
  - Introduction of new Galveston County District Attorney Kenneth Cusick
  - Ask each member of the council and related staff to introduce themselves and tell DA Cusick what their job is

- **Update of January 24, 2025 Overview Report**
  - Dr. Fabelo

- **Sheriff Fullen and/or Senior Staff**
    - Status of internal capacity expansion
    - Request by Galveston County to Texas Commission on Jail Standards (TCJS) to convert all jail living areas from Direct Supervision to Indirect Supervision

- **MH Wellness Center Law Enforcement Flowchart**
  - Felicia Jeffery, Jerry Freshour of the GCC

- **Workplan Identifying Steps to Evaluate, Integrate and Implement Proposal for CloudGavel Warrant Processing Application**
  - Misty Witmer, Galveston County Chief Information Officer

- **Update on Progress with Checklist Items Due September 1, 2025 Workplan for SB 9**
  - Checklist 5: Same county policy related to felons released on bail and another felony offense in SAME county – September 1, 2025
  - Checklist 7 – Restrictions on Personal Bond – September 1, 2025
  - Checklist 8 – Plead guilty felon second degree or higher not eligible for community supervision needs to be jailed after plea and before the sentence – September 1, 2025.
  - Checklist 9 – Affirmative finding regarding failure to appear – September 1, 2025
    - OCA District Court cases Standardize Judgement Form
    - County Court local form
  - Checklist 10 – new victim notification rights report to victims and from victims regarding defendant's bail.
  - Checklist 11 – Modify Magistrate Form – September 1, 2025

Meeting 138	October 31, 2025

- **Chairman Holmes**

- **Sheriff Fullen and/or Senior Staff**
  - Internal capacity expansion and/or other updates
    - + 36 beds increasing capacity to 1,207
  - Status of City of Galveston 911 system transferring to the 911 Sheriff Office System

- **Workplan Update on Activities Related to Opening of the MH Wellness Center**
  - Felicia Jeffery, Jerry Freshour
    - Item 15: Center Security Services
    - Item 16: Facility Training for GCC Staff for Life Safety, Alarms, Audio-Visual, Security & Access (needed for Fire Marshall certification)
    - Item 20: Sheriff-Police Chiefs-GCC meeting for protocols for appropriate law enforcement referrals to the center

- **Annual Review of Personal Bond Office Operations**
  - Aaron Johnson, PBO Director
    - TechShare Workflow Overview – Importance Under SB 9 and Potential Approval of Proposition 3 – SJR 5 (see attached)
      - Risk Assessment based on prior criminal history
    - Review of Financial Assessment Process (see attached)
    - Review of Monthly Report to Magistrates (see attached, shorten version of report for this meeting)
    - Review of Harris County pretrial policies compared to Galveston County pretrial policies (see attached)

Meeting 139	November 14, 2025

- **Chairman Holmes**
  - Welcome

- **Sheriff Fullen and/or Senior Staff**
  - Internal capacity expansion and/or other updates
    - + 36 beds increasing capacity 1,171 + 36 = 1,207

- **Update on Activities Related to Opening of the MH Wellness Center**
  - Felicia Jeffery, Jerry Freshour

- **Brainstorming on Protocols to Implement SJR 5 Constitutional Amendment Requiring the Denial of Bail for Certain Felons**
  - Representatives of Judiciary and District Attorney
  - See Report by Dr. Fabelo attached
    - Summary of Points to Brainstorm on Adoption of Protocols to Implement SJR 5
    - Workplan Draft
  - Notes
    - SJR 5 policies become effective as soon as the Secretary of State certifies the vote with the earlier effective day of November 19, 2025 and the latest effective date of December 4, 2025.
    - It is important for Galveston County to adopt protocols that can pass potential future litigation challenges regarding implementation.
    - This policy would apply to about 20% of the District Court cases filed in Galveston County and has the potential to impact the jail population growth.
    - This policy requires new protocols, particularly from the District Attorney that is now required to have a hearing to show by "clear and convincing evidence" that the defendant should be denied bail.
    - This policy sets a constitutional right to counsel for the new hearing
    - At the time of this report, the Office of Court Administration has not issued a guidance report.
    - At the time of this report, the Texas District and County Attorneys Association (TDCAA) have stated in their briefings to prosecuting attorneys that it is unclear what the implementation protocols should be for SJR 5.

Meeting 140	December 5, 2025

- **Chairman Holmes**
  - Welcome

- **Sheriff Fullen and/or Senior Staff**
    - Internal capacity expansion and/or other updates
      - + 36 beds increasing capacity 1,171 + 36 = 1,207

- **Revisit SJR 5 Protocols Discussion from November 14, 2025 CC Meeting**
  - Judge Robinson, DA Adam Poole, Arron Johnson, PBO
    - See attached two policy scenarios to discuss and agree on protocol

- **Update on Meeting with Magistrates and Related Magistration Metrics**
  - Aaron Johnson, PBO Director
    - See attached information
    - (Update on OnBase System back on line)

- **Update on Activities Related to Opening of the MH Wellness Center**
  - Dr. Fabelo on behalf of Felicia Jeffery, Jerry Freshour
    - See attached orientation brochure for law enforcement

- **Quick View of Early 2026 Issues**
  - Dr. Fabelo
    - Review FTA codification in Odyssey (Jay Wooten raised issue)
    - SB 9 policies pending implementation on January 1, 2026 (mainly OCA)
      - Updated PSRS
      - Cross County Notification for new arrests
    - Review MH Docket workplan that has been on hold
      - Update on BJA Jail Reentry Program for MH Docket Support
    - Update on AOT initiatives
    - Review UTMB MH screening numbers/protocols
    - Review competency statistics and implication of increasing numbers
    - Update on implementing electronic emergency MH detention orders system
    - Review of MH Court
    - Review GCC Same Date, Next Days year outcomes
    - Review of Multidisciplinary Response Team implementation project GCC and Meadows
    - Review GCC expansion of services grant in Brazoria and Galveston (Rider 64)
    - Review indigent defense in preparation for TIDC coming back in April 2026
    - Review Galveston County annual statistics 2025
    - Update on Cloud Gavel feasibility
    - Update on IT projects
    - First tracking of SJR 5 eligible defendants
    - Review of expediated docket proposal that is pending
    - Review what is the Sheriff Crime Reduction Unit
    - Update of review by Sheriff office of potential staff deployment to indirect supervision model
    - Update Sheriff Unified Dispatch System
    - Centralized Justice Intake and/or jail capacity expansion assessment
    - Update of magistration metrics and report

Meeting 141 (In Person)	January 23, 2026

In-Person meeting hosted by GCC at the MH Wellness Center
Location: MH Wellness Center, 1205 Oak St., La Marque, TX

- **Welcoming**
  - Chairman Holmes
  - Tyler Drummond, County Judge Henry Chief of Staff

- **Update of Facility Status and Opening**
  - Felicia Jeffery, CEO, Gulf Coast Center and/or Jerry Freshour, Senior Director for Crisis & Justice Services

- **Presentation of MH Wellness Center Intake, Assessments, and Treatment Protocols**
  - Introduction by Dr. Fabelo
  - Jerry Freshour, Senior Director for Crisis & Justice Services
  - Crystal J. Williams, LCSW, Wellness Center Clinician Lead, GCC
    - See attached report

- **Walk Through Facility to Understand Processes and Program Space**
  - Crystal J. Williams, LCSW, Wellness Center Clinician Lead and Jerry Freshour, GCC

Meeting 142	February 6, 2026

- **Chairman Holmes**
  - Welcome

- **Update Sheriff Office**
  - Sheriff Fullen or Sheriff Senior Staff

- **Follow-up Questions and Feedback from January 23 Meeting at MH Wellness Center**
  - Need to develop summary criteria on MH Wellness Center referral for use by the MMHPD
  - Continuity of Care protocols for mentally ill persons exiting the jail
    - Jerry Freshour, GCC
    - Crystal J. Williams, LCSW, Wellness Center Clinician Lead

- **Update in Grant Funding for Justice Involved Individuals for the COAST team**
  - Jerry Freshour, GCC

- **Judicial Public Portal Issue and Update**
  - Misty Witmer, Director, Chief Information Officer

- **Odyssey Migration to Cloud**
  - Misty Witmer, Director, Chief Information Officer

- **CloudGavel Update**
  - Misty Witmer, Director, Chief Information Officer
    - See attached worktable and article on Tyler Technologies buying CloudGavel

Meeting 143	February 20, 2026

- **Chairman Holmes**
  - Welcome

- **Update Sheriff Office**
  - Sheriff Fullen or Sheriff Senior Staff
    - Contact TCJS to change capacity in line "p" of their Galveston County Jail Population Report to 1,207

- **Recommendation to Abolish the County and Judicial Technology Advisory Committee (CJTAC)**
  - Dr. Fabelo and Misty Witmer, Director, Chief Information Officer

- **Recommendation to Move Forward with the Adoption of CloudGavel**
  - Misty Witmer, Director, IT Department
    - Tyler Technologies now owns CloudGavel
      - Assumption that Tyler Technologies will integrate CloudGavel in Odyssey
      - Assumption that once integrated CloudGavel this will be part of the Odyssey cloud update
    - Procurement process by the county already examined
      - Ms. Witmer reviewed on February 19 with the County Purchasing Agent the above recommendation
      - Purchasing Agent stated that based on first year and on-going cost, IT will have to go through the RFP process
        - Enterprise Services Business Analyst, working with each relevant department, will gather the necessary information for the next steps
    - Chairman Holmes will inform Tyler Drummond, Chief-of-Staff on this proposal after this meeting

  - Misty Witmer will update the Coordinating Council on March 6 again
    - Report if a Cooperative Services Agreement is available for this purchase

- **Update in MH Wellness Center**
  - Felicia Jeffery, CEO, GCC

- **Comments on Upcoming Third Follow-up of Texas Indigent Defense Commission**
  - Judge John Grady and/or Monica Gracia and Judge Robinson and/or Brandi Reyes
    - Texas Indigent Defense Commission notified the county leaders on January 27, 2026 that they will conduct the 3rd follow-up policy monitoring review of the Galveston County indigent defense processes with an on-site visit on March 3rd and March 5.
    - See attached response to TIDC in October 2025 by County and District Courts

Meeting 144	March 6, 2026

- **Chairman Holmes**
  - Welcome

- **Update in MH Center**
  - Felicia Jeffery, CEO GCC

- **Electronic Transmission of Emergency MH Orders Feasibility Report**
  - Department of Enterprise Services
    - Chris Martinez, Ryan Delgado
    - Misty Witmer, Director, Chief Information Officer
      - See attached report

- **Electronic Warrants System: Next Steps for Evaluation, Procurement and Implementation**
  - Misty Witmer, Directo IT Department
    - See attached report

- **Comments on Texas Indigent Defense Commission Site Visit**
  - Judge John Grady and/or Monica Gracia and Judge Robinson and/or Brandi Reyes
    - Texas Indigent Defense Commission 3rd follow-up policy monitoring review March 3rd and March 5.

Meeting 145	March 20, 2026

- **Chairman Holmes**
  - Welcome

- **Update Sheriff Office**
  - Sheriff Fullen or Sheriff Senior Staff
    - Contact TCJS to change capacity in line "p" of their Galveston County Jail Population Report to 1,207

- **General Comments from Indigent Defense Commission Related to Their Visit to Galveston County**
  - Joel Lieurance, Senior Policy Monitor and Ashey De La Garza, Senior Policy Analyst
    - See attached overview

- **Electronic Warrants System: Workplan with Estimated Timeline**
  - Misty Witmer, Director IT Department
    - See attached report

- **Update on Prior IT Projects and Newer Projects**
  - Misty Witmer, Director IT Department
    - Prior Projects
      - OSSI
      - Text Notification for People on Bond
      - Age of District Court Cases
      - Data Warehouse
      - Magistration Courtroom Upgrades
        - Need for temporary space while upgrades take place

Meeting 146 (In Person)	April 10, 2026

In Person - Location: County Court Commissioners Courtroom, 722 Moody Avenue – 21st Street

- **Chairman Holmes**
  - Welcome

- **Introduction to Judge Leslie Yates**
  - Chairman Holmes, Dr. Fabelo, Judge Yates
    - Misdemeanor Mental Health Court Docket
    - Felony Mental Health Specialty Court
    - Jail Competency Workgroup

- **Update in MH Center**
  - Felicia Jeffery, CEO GCC
  - Update on law enforcement meetings
    - Jerry Freshour, GCC
  - Final Construction Cost Figure for MH Center
    - Fabelo

- **Update on April 9 Workshop Reviewing Case Processing During Weekend and Issues Impacting the Timely Appointment of Counsel for District Court Cases**
  - Fabelo and company

- **Update on Newer IT Projects**
  - Misty Witmer, Director
    - Newer Projects
      - Frequent Visitors to Justice Center
      - Off-Site Data Center
      - Multi-Factor Authentication
      - Security Governance
      - AI Applications
      - Records Management
      - OpenGov Nuisance Abatement
    - Legislative Mandates
      - Article 17.021 integration of PSRS with local jail and case management systems effective January 2026

IV. Documentation of Project Tasks and New Initiatives

This section documents the Coordinating Council project tasks and new initiatives discussed during this period of April 17, 2025 to April 10, 2026. The highlights of the activities reviewed by the Coordinating Council are presented below followed by the more detailed tables.

Summary of Tasks and Activities Period One (April 17, 2025 to July 14, 2025)

- Various tasks related to assisting the Sheriff Office in preparing for the Texas Commission on Jail Standards (TCJS) request for a regulation variance to add 36 beds internal capacity and clear an order of non-compliance related to the timely delivery of medicines to inmates.
    - Monitoring of jail population and execution of various policies by the Sheriff Office, District Attorney and Judiciary to prevent a jail overcrowding problem.
    - Request for variance to add 36 beds to the internal capacity and preparation for TCJS hearing on May 1, 2025 to review variance issue and formulate a corrective action plan to address order of non-compliance related to the timely delivery of medicines to inmates.
    - Follow up activities to review steps to address non-compliance order and get final approval of variance request, which occurred on May 29, 2025 after the corrective action plan was submitted on the same date.
    - The Director of TCJS accepted the plan on June 13, 2025.

- Various tasks related to the development of workplans to address pending issues or the implementation of new programs.
    - Three workplans were developed during this period and are under monitoring by the Coordinating Council.
        - Sheriff – Gulf Coast Center coordination workplan
        - Jail Reentry Gulf Coast Center workplan
        - Assisted Outpatient Treatment (AOT) workplan
    -
- Review of report analyzing the potential impact on Galveston County of SB 9 magistration and pretrial policies and SJR 5 related to the proposed constitutional amendment requiring the denial of bail for certain felons that is up to the voters on the November 4, 2025 referendum.
    - Workplan to address the new requirements.

- Monitoring and discussions related to the construction and funding of the Mental Health Wellness Center.
    - The construction of the center is in progress and expected to be completed by October 2025.
    - The legislative request for the operational funding of the center was approved by the 89th Texas Legislature in the amount of $8.9 million for 2026 and 2027.
    - An additional $5 million in state funding for the Gulf Coast Center was approved for developing crisis and in-patient services for both Galveston County and Brazoria County.

- Other activities in process include:
    - Training for law enforcement on mental health interventions.
    - Expansion of Multidisciplinary Response Teams for mental health in League City
    - Review of potential use of telehealth protocols for mental health cases for Galveston County Sheriff Deputies.
    - Review of need to implement electronic transmission of Emergency Detention and Protective Orders.
    - Review of draft proposal for implementation of Impact Disposition Docket twice a year.
    - Review implementation of SB 1518 Chapter 76 of Penal Code related to terrorist offenses and registration in Texas Department of Public Safety database.

Summary of Tasks and Activities Period Two (July 14, 2025 to November 14, 2025)

- Inauguration of the Mental Health Wellness Center
    - Inauguration on October 16, 2025, in a “Blue-Ribbon” cutting ceremony of the first-ever Mental Health Wellness Center serving Galveston County.

- The GCC reported and updated the list of grants received to support mental health services in the county totaling $18,471,031 as of the update to Coordinating Council on September 19, 2025.

- Reviewed the Misdemeanor Mental Health Court Docket (MMHCD) operations that started in 2022 to identify areas for improvements.
    - Research and review in roundtable discussion with officials involved with the MMHCD led to eight recommendations for improving the effectiveness of the program.

  - Recommendations are pending a work plan development at the time of this report.

- Increase in internal jail capacity authorized by the Texas Commission on Jail Standards on June 13, 2025.
  - During the in-person meeting of the Coordinating Council of October 17, 2025, the Sheriff Office reported that the capacity modules were in place and internal capacity has been expanded by the allowed 36 additional beds, bringing the total jail capacity from 1,171 beds to 1,207.

- Briefing and integration into the Coordinating Council of newly appointed Galveston County District Attorney Kenneth Cusick.

- Review of findings by Texas Indigent Defense Commission from their third audit report of Galveston County indigent defense practices and responses by the county.
  - The original findings related to the appointment timeliness and appointed procedures from TIDC occurred in June 2017.
  - In March 2022, five years later, TIDC did a follow up review to evaluate whether the findings from the 2017 review had been satisfied. That review found two of the five findings were satisfied, and the rest were left pending.
  - The current review, three years after the March 2022 review, found that in felony cases, the courts narrowly missed TIDC's threshold for making timely determinations of indigence and this was a finding from the 2017 review.
  - The current review presented a new finding that the misdemeanor courts met this threshold, but they did this by making several denials of indigence to persons who appeared to meet automatic indigence qualifiers.
  - On October 3, 2025, the District Court Administration submitted their response to the 2025 report stating that a clear protocol to address the finding has been put in place.
  - On October 22, 2025, the County Court Administration submitted their response to TIDC basically saying that they will determine indigence "according to standards directed by the indigence plan".

- A review of six policies adopted under Senate Bill 9 bail policy changes, adopted by the last Texas Legislature in 2025 that became effective on September 1, 2025.
  - The review showed that the county has complied with the implementation requirements and deadlines.

- Annual review of the operations of the Personal Bond Office (PBO).
    - The PBO is using its computerized tools effectively to manage the office (the use of TechShare and the case management system CSS).
    - The office continues to conduct financial assessments and risk assessments in a timely manner for the information to be available for the magistrates to make decisions and continue to provide detailed statistical reports to the magistrates every month.
    - Despite the office operating effectively, in 2025 the percentage of Personal Bond eligible defendants that are getting approved by magistrates for Personal Bond declined from 53% in January 2025 to 29% in September 2025 and this is the lowest approval rate since January 2023.
        - The average approval rate between January 2023 and September 2025 was 41%.
    - When presented with this information, the magistrates in their monthly meeting with the PBO Director on October 23, 2025 stated that this decline was due to: (a) seeing more people with longer criminal histories; (b) seeing more people with enhancements; and, (c) seeing more on-view arrests with additional warrants from other counties.
        - Data presented to the magistrates showed that the risk assessment profile of the population considered for personal bond did not change significantly between January 2025 and September 2025.
    - Examination of data now available from the Office of Court Administration shows that in 2024 there were 748 defendants in District and County Courts who committed new law violations while on bail or community supervision.
        - Ten of those were under the supervision of the PBO, or 1%, while 738, or 99%, were on surety bonds or probation supervision.
    - Early in 2026 the magistrates adjusted upwards their approval rate to the prior average of about 40%

- Research working with the District and County Clerks and the GCC was conducted to verify that the reporting of mental health competency case information to DPS was accurate, and the exercise confirmed the accuracy in the reporting.

- Started process to evaluate the implementation of electronic transmission of Emergency Detention and Protective Orders to increase efficiency in processing these orders, particularly as demand may increase for these orders with the opening of the Mental Health Wellness Center.

- Review of the feasibility of implementing an application that allows for the creation and approval of warrants electronically from any internet-enabled device, tracking the status

of all criminal warrants as they move through the justice process, and the search and sharing of all warrant data across jurisdictional boundaries.

- Review of the potential impact and protocols needed to implement SJR 5 constitutional amendment requiring the denial of bail for certain felons that will become effective before December 4, 2025
    - Protocols will have to be put in place to comply with the requirements of SJR 5.

Summary of Tasks and Activities Period Three (November 15, 2025 to April 10, 2026)

- Review and adoption of referral, intake and assessment protocols that will initially be used to maximize the efficiency and effectiveness of the Mental Health Wellness Center.
    - The goal is for law enforcement to call a dedicated line to the GCC for clinical staff to determine what is the best drop off point for a person in custody. If the best drop off point is the center, then once the person is received, it will be immediately accessed to verify that the center is the best location, either to stabilize the person under the intensive Extended Observation Unit or EOU, or the Respite Center program or connecting the person to outpatient and family services.

- Review of feasibility of implementing electronic transmission of emergency detention and protective orders.
    - During the Coordinating Council meeting of February 6, 2026, a report was presented by the Department of Enterprise Services team. The report reviewed the current process, statutory provisions that apply, case volume considerations and then operational and feasibility constraints of implementing electronic transmission of emergency detention and protective orders. The report concluded that the "low volume and upstream operational constraints limit the feasibility and benefits of additional process changes or electronic solutions." In other word, the initial idea of having electronic transmission of emergency detention and protective orders was not feasible, and therefore, would not be implemented.

- Acquisition of state grant funds to support mental health law enforcement diversionary teams.
    - During the Coordinating Council meeting of February 6, 2026, Jerry Freshour, GCC, reported that under the Mental Health Grant for Justice Involved individuals the state granted over $1.2 million each year through state fiscal year

2029 for supporting COAST and supporting a Community Intervention Team (CIT) in Brazoria County.

- Comprehensive review of Department of Information Technology (IT) projects.
    - During the Coordinating Council meeting of February 6 and February 20, 2026, and March 6 and March 20, and April 10, Misty Witmer, Galveston Chief Information Officer, reviewed all the main projects in-process by the IT Department as described in the worktables below.

- Abolition of the County and Judicial Technology Advisory Committee (CJTAC)
    - During the Coordinating Council meeting of February 20, 2026, Dr. Fabelo, with the agreement of Misty Witmer, recommended the abolition of the CJTAC.
    - CJTAC was designed to assist Ms. Witmer in identifying areas to develop new information technology tools to assist the agencies. The creation of the Department of Enterprise Services now provides a great resource to develop and test new information technology tools. Moreover, recently, the participation and interest in the CJTAC have diminished.
    - Ms. Witmer now will shift to reporting to the Coordinating Council every other meeting and, based on that report, the assistance on interagency information technology will be determine and guided by the council.

- Recommendation to move forward with electronic warrant processing system
    - During the Coordinating Council meeting of February 20, 2026, Dr. Fabelo, with the agreement of Misty Witmer, recommended moving forward to adopt the CloudGavel warrant electronic processing platform. However, Ms. Witmer reviewed on February 19 with the County Purchasing Agent the above recommendation and the Purchasing Agent stated that based on first year and on-going cost, IT will have to go through the RFP process.
    - Judge Robinson, Presiding Judge of the District Courts, recommended an extensive review of business practices involving county agencies, and law enforcement agencies, to make sure that a comprehensive electronic warrant processing system can serve all involved. This was reaffirmed by Chairman Holmes who said we needed to follow a methodical evaluation of the processes and have a plan that meets the procurement requirements in the county. Based on these recommendations the process started in that direction.
    - During the Coordinating Council meeting of March 6, 2026, Misty Witmer presented a report on the steps needed to meet procurement guidelines. During the Coordinating Council meeting of March 20, 2026, Misty Witmer presented a work plan delineating target dates for implementing the different steps in her

March 6, 2026 report. At the time of this report this process was moving forward, with Ms. Witmer to report back to the Coordinating Council.

- First observations of the Texas Indigent Defense Commission follow-up compliance audit of October 2025
    - During the March 20, 2026, meeting of the Coordinating Council, staff from the TIDC reviewed their visit of March 3-5, 2026.
    - TIDC staff were not ready to report on their review of the County Courts compliance emanating from the October 2025 report but alluded to an issue on the District Court in which the lack of a District Clerk on duty during the weekends was impacting negatively the timing in the appointment of counsel.
    - Chairman Holmes expressed the need to further explore how to address this issue and that review is in process at the time of this report.
    - Dr. Fabelo presented a report reviewing the history of the TIDC involvement in Galveston County, going back to their first report of 2017. He stated that he would like to see the issues resolved as it has been now almost nine years since the original audit, with subsequent audits in 2022 and 2025.
    - Dr. Fabelo thinks that these issues are not hard to fix but requires a commitment to fix them for good. Dr. Fabelo stated that he would invite the TIDC to present their full report in the June 2026 meeting of the council.
    - Dr. Fabelo organized an in-person workshop on April 9, 2026 to review with the principal agency representatives process issues that may be negatively impacting the timeliness of indigent defense appointments for felony cases during the weekend. Preliminary findings were discussed during the April 10, 2026 in-person Coordinating Council meeting.
- Briefing and introduction to the Coordinating Council of Judge Leslie Yates
    - Judge Leslie Yates was appointed on March 31, 2026 by Galveston County Commissioners Court to replace Judge Wayne Mallia. She will oversee the Misdemeanor Mental Health Court Docket (MMHCD), the Felony Mental Health Specialty Court and participate in the Jail Competency Workgroup.
    - On April 10, 2026, Dr. Fabelo and Chairman Holmes, organized an in-person briefing for Judge Yates with Jay Wooten, MMHPD, Felicia Jeffery, Christy Dobbs-Perez, Jerry Freshour of the GCC and Probation Director, Willie Lacy to review each of the key areas under Judge Yates and discuss need for improvements in the next twelve months.
    - During the Coordinating Council meeting of April 10, 2026, Chairman Holmes introduced Judge Yates to the Coordinating Council.
- Final construction cost of the Mental Health Wellness Center
    - During the Coordinating Council meeting of April 10, 2026, Dr. Fabelo presented the final construction cost figures for the Mental Health Wellness Center as requested by Zack Davidson, on behalf of Dr. Fabelo, for the Galveston County

Budget Department on March 23, 2026. This was requested because the Texas Association of Counties upcoming publication on Galveston County project should have the final figure available from the budget office. The funding breakdown was:

- ARPA: $12,447,072
- General Fund: $1,996,027.79
- Total Facility Cost: $14,443,099.79

Jail Population Monitoring and Capacity Management

Activity DONE	Preparation for Galveston County Meeting with Texas Commission on Jail Standards (TCJS) on May 1, 2025

Dr. Fabelo prepared a report to brief Sheriff Fullen and his staff and Commissioner Dugie, who will lead the delegation representing the county during the hearing. Dr. Fabelo briefed the Sheriff and his staff on April 17 and Commissioner Dugie on April 18.

During the **Coordinating Council meeting of April 25, 2025**, Dr. Fabelo discussed Commissioner Dugie's strategy for the meeting, namely that by the TCJS direction, he will be the one leading the Galveston County delegation and moderating the participation of others, like Sheriff Fullen and Chairman Holmes. As of the day of this council meeting, the jail was operating at 88% of capacity (1,050 population out of 1,187 capacity).

Relevant Background: During the **January 24, 2025 meeting of the Coordinating Council**, Dr. Fabelo noted that the Galveston County jail started operating at over 90% of capacity in late 2024. Between January 2024 and December 2024, the population rose by 22% (from 883 to 1,081), and the jail was operating at 93% of capacity at the end of December 2024 for the first time in recent years. Dr. Fabelo attributed this increase to an uptick in the number of felony probation violations in jail, as well as an increase in parole populations with "blue warrants" or pending charges, immigration holds, and convictions to prison. These populations collectively accounted for 25% of the jail population in December 2024, compared to 20% in January 2024. Statewide, the Texas Commission on Jail Standards (TCJS) reported a 6% increase in the jail population between January 1 and November 1, 2024. A more refined analysis was presented in an updated report to the Coordinating Council on its February 21, 2025 meeting. The updated report confirmed the earlier analysis, with the county jail operating at 97% of capacity on February 17, 2025.

The Coordinating Council on its **two February meetings (7th and 21st) and its two March 2025 meetings (14th and 28th)** reviewed potential areas in which more effective protocols may help reduce some of the pressures related to the increase of the jail population and reviewed the request for the jail capacity variance. The request for the capacity variance was submitted to the TCJS on March 17, 2025 and at the time of this report it was under review by the Commission. Interim actions included the review of the felony indictment process, review of the time to get inmate "paper ready" for transfer to TDCJ, and creation of an expedited docket to disposed selected cases that have been pending in court.

Appendix 1 presents the short-term work plan adopted at the time.

Activity DONE	Exploration of Satellite Booking Facility in Dickinson Detention Center

During the **Coordinating Council meeting of April 25, 2025**, the Sheriff and his staff discussed the potential for using the Dickinson Detention Center as a jail booking facility, holding defendants for less than 24 hours. This facility is under review by the TCJS, but it seems to meet the requirements for a satellite booking facility. More details are pending the development of the workplan based on statements made during this meeting by Captain Gagnon.

During **the Coordinating Council meeting of May 9, 2025**, the Sheriff stated that this option is now off-the-table and no longer under consideration.

Relevant Background: During the **Coordinating Council meeting of October 11, 2024**, Dr. Fabelo and Aaron Johnson presented the first planning report reviewing the number of CCP Article 15.17 hearings in front of a magistrate judge in Galveston County and how they were distributed by zones, with agencies in a "north zone" potentially assigned for intakes and hearings in the proposed League City intake center if the facility were to be used in that manner. During the period of September 1, 2023 to August 31, 2024, there were 18,039 Article 15.17 hearings in front of a magistrate judge in Galveston County. Agencies in the North Zone accounted for 23% of the intakes, an average of 11 per day, compared to 77% of the intakes in the South Zone (County Jail), which averaged 38 per day. Next planning steps were identified.

During the **December 12, 2024 meeting of the Coordinating Council**, Dr. Fabelo presented a summary of the findings from a memo of November 7, 2024 to Tyler Drummond, Chief-of-Staff to County Judge Henry. This memo analyzed various questions raised by Mr. Drummond. Among other points, the analysis showed that: (a) there are no municipalities beside League City setting bail and not using the required SB 6 Public Safety Reporting System (PSRS); (b) municipalities generally speaking do not hold many misdemeanors over 24 hours, or felonies over 48 hours, due to not establishing probable cause on time or delays in transportation to the county jail of persons needing magistration (an examination of the TechShare statistics from October 2023 to September 2024 showed during that period only 20 cases out of 14,388 cases magistration (.0001%) may have fallen in this category); and (c) the volume of cases magistrated do not make it feasible to use the League City facility as a magistration center for cases arrested in a defined "north zone" of the county. Based on this data analysis, and further discussions, the Chief-of-Staff decided at this time it was no longer necessary to pursue this idea.

During the **November 1, 2024 meeting of the Coordinating Council**, Dr. Fabelo presented a review of legal concerns raised by Major Walker, GCSO, during the September 27, 2024 meeting of the Council. Galveston County is complying with the CCP 15.17 48-hour requirement for magistration but Major Walker wanted to know if a person can make a "due process" claim that they are waiting too long for the magistration hearing, particularly if they have the money to post bond. Major Walker thought this may be an "unnecessary delay" that infringes on a person's constitutional or legal rights. He wanted to know if a claim like that will be sustained by a court as part of a complaint against the county. Paul Ready, General Counsel, found no legal issue of concern and stated that people have tried to make that claim before and have lost. Major Walker was not present in the meeting.

Activity DONE	Hearing with the Texas Commission on Jail Standards (TCJS) Regarding Galveston County Request for a Capacity Variance

Galveston County through the Galveston County Sheriff Office made a request for adding internal jail capacity to address potential jail population increase during the summer and allow for planning time to face potential impact of future restrictions in pretrial policies. As discussed above, the capacity variance was submitted to the TCJS on March 17, 2025 and was shared with the Coordinating Council on its March 14, 2025 meeting.

The TCJS reviewed the requested capacity increase and requested visual and floor plans to determine if the space configuration will meet requirements. The commission calculated an additional 36 beds to be added to the capacity per variance request (per Director Wood on April 25, 2025).

During the **May 1, 2025 Texas Commission on Jail Standards Meeting**, the Galveston County request was discussed. Sheriff Fullen, Captain Gagnon, Commissioner Dugie and Chairman Holmes testify during the meeting. The commission granted a staff motion that would allow the staff to approve a variance for adding **36 beds.** However, the commission asked the staff to review and have a plan of corrective action before approving the variance. The issue is related to potential delays in the delivery of medicines on a timely basis to the inmates.

Dr. Fabelo after the meeting met with Director Brandon Wook and Ricky Armstong, Assistance Director, to understand better the next steps. Per this conversation, Dr. Fabelo informed Commissioner Dugie, Chairman Holmes and Mel Villareal, Chief Deputy of the Sheriff, that the next step is for the commission to send them an evaluation report of all the material that they have reviewed and request a response to that report from Galveston County. Dr. Fabelo stated to Chief Deputy Villareal that he was expecting the Coordinating Council to be informed on when the report was received and steps that would be taken to respond in a timely manner. Dr. Fabelo stated that the main issue will be around the issue of the timely delivery of medication to the inmates and the documentation of when the medication was administered.

Activity DONE	Review of Galveston County Sheriff's Office Jail Health Services Plan

During the **May 9, 2025 Coordinating Council meeting**, Dr. Fabelo reported on his review of the Galveston County Sheriff's Office Jail Health Services Plan. The plan is in place and was received by the TCJS on August 5, 2024. The plan basically states that the "Contract Medical Services" (VitalCoreHS) is charged with the responsibility to provide medical services. This includes the timely administration of medications and the documentation for that delivery. To resolve the concerns of the TCJS it probably will be necessary to review the VitalCoreHS contract and their standards regarding the timely delivery of medications. However, on May 8, 2025, Tyler Drummond, Chief-of-Staff informed Dr. Fabelo that VitalCoreHS would no longer be the medical provider and that a new contract is being developed for UTMB to become the jail medical provider. UTMB operated the Correctional Managed Care for the Texas Department of Criminal Justice and as such has experience in delivering services in the correctional setting. UTMB is scheduled to start operating the health services at the jail on August 18, 2025.

Mr. Drummond authorized Dr. Fabelo to inform Brandon Wood, Director, TCJS, of this upcoming change so Mr. Wood takes this into consideration when they issue their evaluation report to Galveston. This report will give direction to the county as to what corrective plan of action is needed for the TCJS to approve the capacity variance requested on March 17, 2025 and discussed during the TCJS Commission hearing of May 1, 2025. At the question of the Sheriff Mullen on when can they move to clear this issue and get the variance, Dr. Fabelo stated that he cannot speak for the commission but his understanding was that they are going to have to wait until the commission sends it report or assessment and determine what specifically the commission wants the county to do to reassure them that their concern is being addressed. Dr. Fabelo stated that as soon as the Sheriff Office gets notification from the Commission that they should let him know so a clear response strategy can be formulated.

During the **Coordinating Council meeting of July 25, 2025,** Dr. Fabelo confirmed that UTMB will continue given access to health records to the GCC for continuity of care. Jerry Freshour, GCC, confirm this during the meeting.

Activity DONE	TCJS Rescinded Notice of Non-Compliance and Granting Capacity Variance

During the **May 30, 2025 Coordinating Council meeting**, Dr. Fabelo shared a letter to Sheriff Fullen from the TCJS rescinding the notice of non-compliance issued on December 17, 2024. However, the letter requested a "review of current policies and procedures regarding ordering medications to ensure that physicians' orders are being followed and that medications are received and distributed without delay." The Sheriff Office is then to notify the TCJS "of any changes made after this review and ensure all appropriate jail medical personnel receive documented training." On May 29, 2025, Brandon Wood, Director of the TCJS, sent a letter to the County Judge and Sheriff approving the additional internal capacity for a period of one year. On the same date, the Sheriff Office submitted to Mr. Wood a letter documenting the corrective action plan requested.

Dr. Fabelo informed the **Coordinating Council** during **its meeting of June 13, 2025** that Brandon Wood, Director of the TCJS, in a phone conversation before the meeting, stated that he is good with the response and corrective plan of action. Mr. Wood is expecting the Galveston Sheriff Office to audit the medication delivery protocols on a regular basis once the UTMB contract for providing health services at the jail is implemented in August. Captain Gagnon agreed that the review protocol can be implemented in the future.

Appendix 6 presents the letter rescinding order of non-compliance.

Appendix 7 presents letter to County Judge and Sheriff Fullen approving variance.

Appendix 8 presents letter from Sheriff Fullen to Brandon Wood with corrective action plan.

Activity Done	Review Internal Capacity Expansion to Add 36 Additional Internal Beds to Capacity Per Variance Approval by the Texas Commission on Jail Standards

During the **July 25, 2025 meeting of the Coordinating Council,** the council reviewed with the Sheriff Office staff the status of the implementation of the additional increase in internal capacity by 36 beds per variance approval by the Texas Commission on Jail Standards (TCJS). Staff stated that they have placed an order for the modules that they need for expanding the internal capacity and these are in the construction process. They expect about six to eight weeks for the delivery of the modules. During the **August 8, 2025 meeting of the Coordinating Council,** the Sheriff Office reported that the module delivery is still pending. During the **September 5, 2025 meeting of the Coordinating Council,** Captain Gagnon on behalf of the Sheriff Office reported that the internal capacity expansion furniture/modules are still pending delivery. She said at the time that it will be four weeks, meaning mid-October 2025. During the in-person meeting of the **Coordinating Council of September 19, 2025,** the Sheriff Office staff stated that they are still looking at mid-October for the delivery of the modules. During the in-person meeting of the **Coordinating Council of October 17, 2025,** Captain Cagnon on behalf of the Sheriff Office reported that the capacity modules are in place and internal capacity has been expanded by the allowed **36 additional beds**, bringing the total capacity from 1,171 beds to 1,207.

During the Coordinating Council meeting of December 5, 2025, Dr. Fabelo stated that the Sheriff Office needed to notify the TCJS that the 36 beds are fully operational and that the capacity of the jail was not 1,207. The TCJS needed that notification so they can change the capacity total in their mandated Jail Population Report. Sheriff staff Lt. Schlageter stated that they will do that. Dr. Fabelo reiterated the request again on the **February 6 meeting of the Coordinating Council and on the March 20, 2025 meeting** as this task had not been completed. However, during the April 10, 2026 Coordinating Council meeting, Lt. Schlageter, on behalf of the Sheriff Office, reported that the TCJS stated that they could leave the baseline capacity of 1,171 in their reports as is it, and change it to 1,207 at the option of the local administrator. Lt. Schlageter stated that they would leave the baseline capacity of 1,171 in the TCJS reporting.

Activity Pending Further Review	Internal Study Related to Impact and Feasibility of Converting All Living Areas in the Jail from Direct Supervision to Indirect Supervision

During the in-person meeting of the **Coordinating Council of October 17, 2025**, Captain Gagnon on behalf of the Sheriff Office, clarified that the office is exploring the impact and feasibility of converting all living areas in the jail from Direct Supervision to Indirect Supervision to better manage staffing shortages. To do this, the Sheriff Office must compile information for the TCJS and request a variance related to this issue. Among the requirements by the TCJS is for the county to submit a staffing analysis that will include the employee retention rate. If approved the TCJS will require the reporting of incidents involving physical, sexual and verbal assaults against staff and amongst inmates at three, six and nine months. This was stated in a letter from the TCJS to the County Judge and Sheriff on September 30, 2025.

During the council meeting of October 17, 2025, Captain Gagnon stated that this exercise is in a very early stage, and she did not see having the information required until the beginning of 2026.

Activity Pending Further Review	Review of Potential Consolidation of 911 Local Systems in Centralized Sheriff Office Countywide Dispatch

During the **May 30, 2025 Coordinating Council meeting**, Dr. Fabelo asked the Sheriff Office about the potential consolidation of various local 911 systems into a centralized countywide dispatch system operated by the Sheriff Office. Dr. Fabelo stated that Meadows will start a project referred as MDRT 2.0 that involves integrating clinicians into the 911 call respond process and developing decision tree to training 911 dispatchers on when to reach out to clinician and potentially an MDRT team that could be developed in different localities (the first one after the Galveston City MDRT COAST is presently under development in League City. During this meeting Mel Villareal, Chief Deputy Sheriff, stated that this project is under conceptual stage and no specific plans are in place. Based on that, Dr. Fabelo will recommend the Meadows team to continue to move forward with the MDRT 2.0 project at this time.

During the **October 31, 2025 Coordinating Council meeting**, Dr. Fabelo asked the Sheriff Office about the potential consolidation of the City of Galveston 911 Dispatch system with the 911 Sheriff Office dispatch system. Captain Cagnon reported that at the time of this meeting discussion have not more forward by the city officials.

Relevant background: **In the November 1, 2024 meeting of the Coordinating Council**, Captain Margo Ihde presented a report with an overview of the Galveston County 911 system and the identification of Mental Health call. The county has eight Public Safety Answering Points (PSAPs), including the Sheriff Office. The PSAP with Galveston, Dickinson, Texas City, Santa Fe, Kemah, La Marque and League City Police Department share the same Computer – Aided Dispatch Platform and they own their dispatch records and do not have to share information. All the agencies have a "Call Type" or "Nature of the Call" code for mental health and the type of call is determine by 911 Telecommunication Officer. The agencies do not have a call disposition code to close the call referencing mental health as the primary contributing factor and none utilize any statistics related to mental health calls. The GCSO have Mental Health Disposition Codes, but they are used at the discretion of the on-site deputy, and the number of calls in which these disposition codes were used is low (41 total in 2023).

Pretrial System

Activity DONE	Preliminary Review of Potential Impact of Proposed Pretrial Legislation

During the **Coordinating Council meeting of April 25, 2025,** PBO Director Aaron Johnson continued monitoring pending legislation introduced during the 89th Texas Legislature ending its regular session in May 2025. Mr. Johnson stated that if SB 9, SJR No. 1 and SJR No. 5 related to pretrial and bail restrictions are approved, between 20 to 25% of all felony defendants will be held initially until a preventive detention hearing can be held. About 50% of all defendants in the state are now eligible for Personal Bond but this number will decline, and the utilization of Personal Bond will also decline.

During the **Coordinating Council meeting of May 31, 2025**, Aaron Johnson reviewed SB 664, related to the qualifications and supervision of magistrates. He explained Chapter 54 rules over the operation of magistrates in specific counties and this bill only referred to those counties. The magistrates in Galveston County do not operate under Chapter 54. There is a "general provision statewide" but the initial interpretations have been that this applies only to Chapter 54 counties.

During the **Coordinating Council meeting of June 13, 2025,** Dr. Fabelo presented an in-depth analysis SB 9 relating to the confinement or release of defendants before trial or sentencing and the conditions of and procedures for setting bail and reviewing bail decisions and SJR 5 the proposed constitutional amendment requiring the denial of bail for certain felons that is up to the voters on the November 4, 2025 referendum. The goal of this report was to provide an early review of the new policy framework set by these two bills as best understood by Dr. Fabelo with assistance from Arron Johnson and Bob Wessels and consultation with others outside of Galveston County. Judge Robinson and District Attorney Roady took the lead in the first review of SJR 5. The suggestion is to wait until other agencies present commentaries and until SJR 5 is approved by the voters as there is the possibility that voters will reject the proposed amendment. The review of SB 9 was done **during the Coordinating Council meeting of June 27, 2024 and continued during the Coordinating Council meeting of July 11, 2025.** Further discussions are needed to clarify some key protocols, determine implementation issues and the impact on Galveston County. Legal interpretations at the time of this meeting were still pending from state agencies or professional organizations like the Texas District and County Attorneys Association. The next step is to develop a checklist of action items to follow up for implementation.

Appendix 11 presents the report by Dr. Fabelo to the Coordinating Council on June 13, 2025. This appendix was updated after the SJR 5 was approved by voters and a new analysis of that bill was produced.

Relevant Background: It is important to note the progress that Galveston County has made in strengthening the Personal Bond Office (PBO) and in the utilization of personal bonds for releasing defendants from jail. During the Coordinating Council meeting of September 6, 2024, Aaron Johnson, PBO Director presented an update on the risk assessment yearly validation research (Static Risk Assessment – SRA Levels). The updated report showed that the overall success rate was 90% for those classified and released under Personal Recognizance and Personal Bond Level 1 and 86% for those on Personal Bond Level 2. Success refers to the rate of court appearances within 120 days and the rate of no new offenses within the same period. The same rate in the prior year was 90% for the first group and 79% for the second group. The second group, with more conditions of supervision, showed an improvement for no FTAs within 180 days (87% in 2024 vs. 84% in 2023) and for new offenses 98% had none within 120 days both years. The research showed the tool to be predictive of pretrial success and showed an increase in the utilization of the tool by the magistrates. The proportion of defendants released on personal bond out of all jail releases increased to 27% in 2024 from a low of 6% in 2021, showing an expanded utilization of the Personal Bond Office (PBO). The compliance rate for those under the supervision of the Personal Bond Office continues to be around 97%.

Activity DONE	Implementation Checklist for SJR 5 and SB 9

During the **Coordinating Council meeting of August 8, 2025**, Dr. Fabelo discussed the implementation checklist for SB 9 and potentially for SJR 6 if it passes the referendum on November 4, 2025. Brandi Reyes and Aaron Johnson, who helped develop the checklist, assisted in the presentation. Judge Robinson commented on various items. Many of the policy changes are effective September 1, 2025, not leaving much time for implementation. During the in-person **Coordinating Council meeting of October 17, 2025,** items due by September 1, 2025, presented below were reviewed. Based on the members' statements during the meeting, these items below are considered accomplished by the county. One item not completed at this time is the responsibility of the OCA (9). This is to design a new Standardize Judgement Form that includes the new requirements on the affirmative findings for Failure-to-Appear.

Checklist 5: Same county policy related to felons released on bail and another felony offense in SAME county – September 1
Checklist 7 – Restrictions on Personal Bond
Checklist 8 – Plea guilty felon second degree or higher not eligible for community supervision needs to be jailed after plea and before the sentence
Checklist 9 – Affirmative finding regarding failure to appear: OCA District Court cases Standardize Judgement Form County Court local form
Checklist 10 – new victim notification rights report to victims and from victims regarding defendant's bail.
Checklist 11 – Modify Magistrate Form

During the **Coordinating Council meeting of November 14, 2025,** Dr. Fabelo presented an updated version of the prior SJR 5 analysis. This policy will become effective when the Secretary of State certifies the vote, but no later than December 4, 2025. There are many questions about how this policy should be implemented, like for example, the timing of the new "clear and convincing evidence hearing" by the District Attorney. The Texas District and County Attorney Association has basically briefed the District Attorneys that there is no clarity about implementation protocols. At the time of this report, no guidance has been issued by the Office of Court Administration. The report presented by Dr. Fabelo recommended that the "clear and convincing" evidence hearing occurs within the 45 hours mandated for setting bail by Code of Criminal Procedures 15.17 as this policy was not change with the constitutional amendment. Appendix 13 presents Dr. Fabelo updated report.

During the **Coordinating Council meeting of November 14, 2025** the council reviewed the report by Dr. Fabelo presenting an analysis of SJR 5 and suggesting potential implementation protocols. The review of the report was led by Administrative District Judge Jared Robinson and District Attorney Trial Division Chief Adam Poole. Judge Robinson praised the major improvements to the Galveston County magistration system done in prior years and stated that the efficiency of this system would allow Galveston County to comply effectively and in a timely manner, with the SJR 5 provisions. The present processes will be used to have the required District Attorney "clear and convincing evidence" hearing for the judge to determine if a denial of bail was applicable within the timeframe set by present law. The indigent defense representation will use the current appointment of counsel system at magistration for felony defendants that was also adopted as part of the prior system improvements. The council will review the topic again to facilitate any potential issues that may arise as the policy is implemented starting no later than December 4, 2025.

See **Appendix 13** for the checklist. This appendix was updated after SJR 5 was approved by voters and a new analysis of that bill was produced.

Activity DONE	Implementation Checklist for SJR 5
During the **Coordinating Council meeting of December 5, 2025**, Dr. Fabelo discussed the implementation checklist for SJR 6 presented during the November 14, 2025 meeting of the Coordinating Council. SJR 5 became effective on this date. He also presented a document with two protocol scenarios to revisit the protocol conversation of the November 14, 2025 meeting to make sure that the principals agreed in written on the protocols to be adopted. One scenario discussed before assumes that for SJR 5 eligible defendants will get bail by the magistrate and the District Attorney will have its review, and based on that review, the person may be denied bail. All this to happen within the 45 hours period set by law for setting bail for felony defendants. The second scenario, suggested by Dr. Fabelo, is that the magistrates should not be involved, and a District Judge should deny bail as the law says defendant "shall be deny bail" pending the District Attorney hearing. After the initial denial, the District Attorney will have the hearing and based on that hearing the person may get bail or be denied bail. Neither Judge Robinson nor Mr. Poole of the District Attorney participated in this meeting. Brandi Reyes, District Court Administrator, stated that the court will issue instructions as to the protocol soon. The understanding at this time is that the first scenario (magistrate initially setting bail) will be the one implemented. Dr. Fabelo stated that once the rules are issued, that the council can have another discussion of this issue. At the time of this report, no rules have been issued by the Office of Court Administration, and it is at the local discretion how to interpret and operationalize this protocol.	
See **Appendix 13** for the checklist. This appendix was updated after SJR 5 was approved by voters and a new analysis of that bill was produced.	

Activity DONE	Change in Financial Questionnaire Request by the Criminal Courts Board
During the **Coordinating Council meeting of September 5, 2025**, Aaron Johnson, PBO Director, discussed a request made by the Criminal Court Board during their meeting of July 24, 2025. They requested that the section that states "Court Appointed Attorney Eligibility" be removed from the Financial Questionnaire prepared by the Personal Bond office. The section in question summarized the "objective" financial analysis and PBO staff based on that financial analysis put an entry stating that the defendant was eligible for appointment of indigent defense counsel. That questionnaire includes at the end an open section for the judges to determine final eligibility and certify that. During the meeting Aaron Johnson reported that this change was made on August 5, 2025. There were no judges participating at this meeting to discuss the rationale for deleting this item from the financial assessment form. The Texas Indigent Defense Commission Policy Monitoring Review of August 2025, discussed below, noted the role of this financial form item in helping flag cases for further indigent defense review by the judiciary: *"In Galveston County, defendants who request counsel after arrest are screened for indigence by the Galveston County Personal Bond Office through a short interview. The information is documented by the Personal Bond Office in a financial affidavit.8 Defendants do not produce documentation at this interview, but they swear that the information they provide is true. <u>If a defendant qualifies as indigent under the standards set in the indigent defense plan, the result is noted on the financial affidavit by Personal Bond Office staff.</u> Felony affidavits are forwarded to the felony courts, and misdemeanor affidavits are forwarded to the misdemeanor courts. The felony courts appear to follow the assessment listed on the affidavit and appoint counsel for those meeting the standards set in the indigent defense plan. However, the misdemeanor courts do not appear to consistently follow the assessment from Personal Bond Office staff nor presumptions in Galveston's ID plan. Instead, defendants are sometimes denied indigence and directed to provide additional information at a later court date, without written reasons for the denial. This process can have the effect of delaying appointments for persons who seem to have qualified for appointed counsel."* (page 7).	

Activity DONE	Annual Review of Personal Bond Office Operations

During the **Coordinating Council meeting of October 31, 2025**, Aaron Johnson, PBO Director, reviewed the operations of the Personal Bond Office. The briefing in part was to bring the new District Attorney Kusick up to speed on the major improvements made by Galveston County in the areas of pretrial services. Mr. Johnson reviewed the following:

Workflow that was computerized under the TechShare system and the advantages that computerization gave Galveston County in implementing new state mandates related to bail and pretrial policies. This included a streamlined process for law enforcement to submit their information and integration with the pretrial risk assessment protocols. (As discussed in the in-person meeting of the Coordinating Council of September 19, 2025, these tools include the computerized case management system – CSS – that include a dashboard demonstrated to the council that facilitate the director's review of critical process and supervision issues.)

Financial assessment process, describing how this process is conducted and how the staff has access to credit background checks if requested by the judiciary.

Monthly meetings with the magistrate to keep them informed of statistical analysis related to their reviews of defendants for Personal Bond.

Protocols for conducting the risk assessment and making it available for the magistrates as part of TechShare.

At the request of Dr. Fabelo, Mr. Johnson reviewed how the Galveston County pretrial system and policies are not like Harris County, which have been the center of attention for state policy makers. In Galveston County there is NOT an equivalent to the Harris County General Order Bonds in which most misdemeanor defendants are released automatically without a bond amount or personal bond fee, Galveston County bail amounts are higher on average than in Harris County and relatively few defendants get released on personal bond.

As reviewed by Dr. Fabelo in the October 17, 2025 in-person meeting of the Coordinating Council, the percentage of Personal Bond eligible defendants getting approved by magistrates for Personal Bond declined from 53% in January 2025 to 29% in September 2025 and is the lowest approval rate since January 2023. The average approval rate between January 2023 and September 2025 was 41%. When presented with this information in their monthly meeting with Aaron Johnson on October 23, 2025, they stated that this decline was due to (a) seeing more people with longer criminal histories; (b) seeing more people with enhancements; and (c) seeing more on-view arrests with additional warrants from other counties.

Dr. Fabelo commented that the magistrates may perceive these three issues as the reason for impacting their decision-making, but more empirical evidence is necessary to confirm that.

Examination of data now available from the Office of Court Administration shows that in 2024 there were 748 defendants in District and County Courts who committed new law violations while on bail or community supervision. Ten of those were under the supervision of the PBO, or 1%, while 738, or 99%, were on surety bonds or probation supervision.

Activity DONE	Update on Magistration Metrics and Briefings Related to Decrease in PB Approvals

Dr. Fabelo in the **October 17, 2025 in-person meeting of the Coordinating Council**, presented an analysis showing that the percentage of Personal Bond eligible defendants getting approved by magistrates for Personal Bond declined from 53% in January 2025 to 29% in September 2025 and is the lowest approval rate since January 2023. The average approval rate between January 2023 and September 2025 was 41%. When presented with this information in their monthly meeting with Aaron Johnson on October 23, 2025, they stated that this decline was due to (a) seeing more people with longer criminal histories; (b) seeing more people with enhancements; and (c) seeing more on-view arrests with additional warrants from other counties.

Aaron Johnson, PBO Director, in September, October, and November 2025 presented the metrics to the magistrates and suggested to them that the data does not support their claim discussed above.

During the **Coordinating Council meeting of December 5, 2025** Aaron Johnson presented that metrics showing that the risk distribution of the population eligible for personal bond was essentially the same in January 2025 when their Personal Bond approval rate was 53% and September 2025 when their approval rate was 29%. Mr. Johnson reported that after his briefings to the magistrates the approval rate in November increased to 38%. He would continue monitoring this trend and report back. Monitoring of the metrics later showed that the approval rates have increased.

Mental Health General Administration and Programs

Activity DONE	Office Space at the Jail for GCC Forensic Director and Staff
During the **Coordinating Council meeting of April 25, 2025,** the need for office space at the jail for the GCC Forensic Director and staff was discussed with the Sheriff Office. This issue was also discussed with Sheriff Fullen in the briefing of April 17, 2025. Captain Gagnon at this meeting stated that they are working in acquiring this space and they are looking at a two-week window to allocate the space. During the **Coordinating Council meeting of May 9, 2025,** the Sheriff Office stated that they are working by the GCC to assign office space, and this should be resolved by June 1, 2025. During the **Coordinating Council meeting of May 30, 2025,** this issue was reviewed again. Captain Gagnon of the Sheriff Office informed the Council that the office is ready for the GCC to move ii.	
Relevant Background: The GCC Forensic Director and staff was housed at the jail in the space formally used by the Sheriff's Mental Health Deputy Program. This program was reorganized when Sheriff Fullen took office and as part of the reorganization the space was reallocated. The request for this space was part of the Sheriff Mental Health for Community Crisis and GCC worktable discussed during the February 5, 2025 Coordinating Council meeting, and updated and discussed again during the April 11, 2025 Coordinating Council meeting. It was also part of the worktable discussed during the April 25, 2025 meeting regarding the Jail Reentry Program	
Appendix 2 presents the worktable on the Sheriff Mental Health for Community Crisis and GCC. **Appendix 3** presents the worktable for the Jail Reentry Program.	

Activity DONE	Update on Potential for Opioid Settlement Funding
During the **Coordinating Council meeting of April 25, 2025,** this issue was reviewed again. According to the GCC there were no active grant opportunities under this grant program. The staff was still finding if opportunities were available noting that the Galveston City received $488,187 and the County received $1,124,093 but none of this funding was accessed by the GCC.	
Relevant Background: On June 27, 2024, the US Supreme Court ruled that the massive bankruptcy reorganization of opioid maker Purdue Pharma was inappropriate for a variety of legal reasons and the $6 billion the company agreed to pay as part of the settlement was put on hold affecting the flow of these funds to states involved in the settlement. The potential for using funds in this settlement for supporting mental health policies was discussed during the Coordinating Council meeting of July 19, 2024 and August 9, 2024. It was discussed how the GCC should also be prepared to have the funding proposal ready for the first grant. During the **Coordinating Council meeting of September 6, 2024,** GCC staff reported that they have not seen any announcement for the grant. They have an outline of the potential proposal they can discuss with the Council later.	

Activity DONE	Emotional Intelligence Training for Brazoria and Galveston Counties

During the **Coordinating Council meeting of April 25, 2025,** the GCC executives announced that training was scheduled for law enforcement agencies in Galveston County and Brazoria County regarding engagement with mentally ill persons in the community. The training was scheduled for Galveston County on May 22, 2025, and in Brazoria County on May 23, 2025. Participants are eligible for TCOLE credits. The "emotional intelligence training" is directed at enhancing the skill of law enforcement personnel to "communicate effectively, handle stress well, make good decisions, handle conflict productively, are better team players, respond flexibly to change, influence others more, and provide top notch service within their communities" according to the announcement flyer distributed to promote the training sessions. During the **May 30, 2025 meeting of the Coordinating Council,** Jerry Freshour provided the following update:

Gulf Coast Center held two Emotional Intelligence for Law Enforcement Trainings last week, one in Galveston County and the other for Brazoria County. We brought in Dr Greg Campbell, a 25-year law enforcement veteran and expert in EQ. The EQ training for law enforcement helps peace officers with EQ skills, job performance with high stress situations, resilience, and well-being. We had 22 attendees to the session for Galveston County and 13 for the Brazoria County session from the sheriff offices and local police departments. We used only 35 of our 60 training licenses this round, so Dr. Campbell will return to provide the training again for another 25 officers.

Appendix 4 shows the summary of what was provided in this training.

Relevant Background: This training was implementation Item 8 of the Sheriff Mental Health Support for Community Crisis and GCC worktable presented during the **Coordinating Council meeting of February 7, 2025,** and updated during the **Coordinating Council meeting of April 11, 2025**.

Activity DONE	Preplanning for COAST Two Year Anniversary Communications Strategy

During the **May 30, 2025 Coordinating Council meeting**, Jerry Freshour informed the Council of plans under way, to have a public ceremony celebrating the success of the COAST program, that may include a visit from Senator John Cornyn. On May 20, 2025, in a conference call organized by Marina Walne of the Cynthia and George Mitchell Foundation, and with participation of the Meadows communications team and the GCC, the initial plan was discussed. Jerry Freshour will keep the Council updated as the plans move forward.

Relevant Background: Compassionate Open Access to Services & Treatment (COAST) Team, launched on March 13th, 2023, is a multidisciplinary team composed of a law enforcement officer with mental health training, a fire department paramedic, and a mental health center clinician. The team has the capability to mobilize and respond immediately to people experiencing a mental health crisis in the community of Galveston. The team's focus is to reduce the number of mental health calls answered by law enforcement, provide a community-based crisis response to people in need of mental health services, and ensure continuity of care while reducing the risk of further law enforcement or criminal justice system involvement. MMHPI conducted an analysis of COAST data from May 2023 to July 2024 and presented a report to the Coordinating Council on October 11, 2024, that included specific recommendations to continue improving the program. A different analysis provided to the COAST administrators showed that between the program start on March 13, 2023 and November 11, 2024, the team responded to 1,645 calls for service and referrals. Of these interactions, 1,395 resulted in linkages with care, including 413 in which the crisis was resolved on the scene. Only 217 of the interactions resulted in the traditional law enforcement response (arrests at the scene – 99 – or taken into custody under an Emergency Detention Order completed by the COAST Team – 118). More work continues to expand data analytical capacity to understand the impact on law enforcement time saved by the utilization by COAST.

Activity DONE	Review of Potential Telehealth Protocols for Mental Health Cases for Galveston County Sheriff Deputies

During the **June 13, 2025 Coordinating Council meeting**, Jerry Freshour updated the council on his on-going conversation reviewing the potential use of telehealth protocols for the Galveston County Sheriff Deputies. This was Item 9 in the Sheriff Mental Health Support for Community Crisis and GCC worktable. The goal is for the Deputies to access GCC virtual clinicians for consultation and direction as to the best option to address the needs of a mentally ill person under the custody of a deputy. At the time of this final no progress has been made in this area and no interest has been shown by the relevant agencies to continue pursuing this policy.

Activity DONE	Review of Mental Health Competency Case Information Submitted by Clerks to DPS

During the **Coordinating Council meeting of July 25, 2025**, Dr. Fabelo, along with Daniel Betancourt, District Clerk, Diana Cuevas, County Clerk and Christy Dobbs-Perez reviewed the reporting of mental health competency case information by the Clerks to DPS as required by law. The discrepancy in the numbers was explainable due to different protocols for counting these cases and the conclusion was the District Clerk and County Clerk are currently capturing the correct number of people found IST to be reported to DPS.

Dr. Fabelo, Daniel Betancourt, District Clerk, Diana Cuevas, County Clerk and Christy Dobbs-Perez reviewed the County and District Clerk offices reporting to DPS on May 12, 2025. The workgroup agreed to generate metrics to verify that the number of persons reported by the clerks in 2024 as having a finding of incompetent to stand trial could closely match the number calculated for the same period by the GCC. The GCC also identified a sample of specific cases declared incompetent for the County Clerk to review and examine the reporting protocol. There were 31 individuals found incompetent to stand trial reported by the County Clerk to DPS in 2024 while the GCC was counting 22 individuals for the same period. For the District Clerk the discrepancy was 39 individuals vs. 31 for the GCC.

Christy Dobbs-Perez completed her analysis on July 2, 2025, explaining the discrepancy in numbers and based on this analysis the Coordinating Council reviewed this issue.

Relevant Background: Sections 411.052 and 411.0521 of the Government Code and Section 574.088 of the Health and Safety Code (adopted during the 81st Texas Legislature in 2009) was adopted to comply with and implement the requirements of the federal NICS Improvement Amendments Act of 2007. It requires district and county clerks to report federal prohibited person information as defined in Section 411.052 Government Code to the Texas Criminal Justice Information System (CJIS) maintained by the Texas Department of Public Safety (DPS). Prohibited persons refer to identifying a person is eligible to receive or possess firearms. There are various items to report, but this review focused on the reporting of commitments for temporary or extended inpatient mental health services under Chapter 574, Health and Safety Code or Chapter 55, Family Code. There is a manual guiding the reporting and providing more details published by the Office of Court Administration (Texas NICS Mental Health Reporting Manual, April 2025).

Mental Health Wellness Center

Activity DONE	Update on Construction and Funding of Mental Health Wellness Center
During the **Coordinating Council meeting of May 9, 2025,** a report on the progress of the construction of the center as of April 25, 2025 from Turner and Townsend Heery was presented to the Council. The report shows progress in the inside construction, with electrical panels being installed, the building generator in place and inside walls in process of construction. The timeline shows furniture, order and delivery scheduled to be completed by the end of July 2025 and probably is possible to have a "soft opening" of the center in August or September 2025. During the **Coordinating Council meeting of June 27, 2025,** Felicia Jeffery reported that the legislative request for the operational funding of the center was approved by the 89th Texas Legislature in the amount of $8.9 million for 2026 and 2027. During the **Coordinating Council meeting of July 11, 2025, Chairman Holmes** shared the latest update on the construction of the Center. The timeline is delayed slightly showing now a completion by the end of August 2025. During the **Coordinating Council meeting of September 5, 2025** Misty Witmer, in her role as director the Department of Enterprise Services, updated the council on the status of the center. At the time, internal infrastructure work is being completed with a "punch list" pending before they can give the GCC the approval to move into the building. Mid-October 2025 was the pending date for that to happen.	
Appendix 5 shows the update report presented during this meeting.	
Relevant background: In 2023 County Judge Henry and the County Commissioners took decisive actions to start the process of establishing the first-ever Mental Health Wellness Center in Galveston County at a cost of $16.2 million. The center will provide Galveston County and the Gulf Coast Center (GCC) with the ability to assist people in mental health crisis that need stabilization and connection to a network of services after appropriate observation and assessment by a team of clinicians working at the center. Without the center, justice-involved persons in mental health crisis are taken to the jail or hospital emergency rooms as the only viable options for stabilization and observation. Within the center, ten Extended Observation Unit (EOU) beds will support up to 72 hours of observation, stabilization, and delivery of targeted services to adults with a mental health diagnosis. Clinical staff in the facility will work to coordinate care in the community, provide medication management services, and/or if necessary, coordinate an increased level of care – including hospitalization. Law enforcement personnel will also be able to return faster to the field by more efficiently dropping off a person in crisis at the center. As of the time of this meeting the plan continues to be for: 9 beds for the EOU for observing people in crisis up to 72 hours and developing a care plan for them, that may include transferring to outpatient, or in-patient services. 3 beds for 23 hours observation and the same goal of developing a care plan. 12 beds for a Respite Center up to 14 days with the same goal of stabilizing housing, family situation and developing a care plan.	

Activity Done	Review of Workplan Related to the Opening and Initial Operations of the MH Wellness Center

During the **September 19, 2025 meeting of the Coordinating Council**, the council reviewed a detailed plan for the opening and initial operations of the MH Wellness Center. The key items included: a) examination of security for the center by the Galveston Sheriff Office; (b) setting a clear flowchart on how people admitted from a law enforcement drop-off will be processed and how they will be transported from the center to another location when necessary; (c) Sheriff-Police Chiefs-GCC meeting, orientation on utilization of the center; and, (d) HHSC Pre-Operational site visit. The funding for the first year will come from funds from the Opioid Abatement Settlement and that is in process. During the **October 3, 2025 meeting of the Coordinating Council,** Chairman Holmes announced the "Blue-Ribbon" cutting ceremony for the center on October 15, 2025. The "soft opening" of the center is expected in November 2025 after the required inspections and approval by the state HHSC. **The "Blue-Ribbon" cutting ceremony was conducted on October 15, 2025** with participation of county and state officials and others invited. HHSC is still pending to conduct their assessment and certification. The soft opening is occurring in November with the staffing of the facility in preparation for the full opening at the beginning of December 2025. This date was updated to January 2026 by Jerry Freshour during the **Coordinating Council meeting of October 31, 2025**.

During the October 31, 2025 meeting of the Coordinating Council, Jerry Freshour gave an update on plan items. There is a draft agreement under review with North American Security Services to provide security services for the center. This company provides security on similar centers in other localities. The annual cost is $267,000 for security around the clock. The GCC Asset Management Department created an interim Life Safety training to get the initial facility staff trained and a training consultant is going to integrate that module into the online new hire trainings. This plan should suffice for the Fire Marshall to provide a certificate of occupancy according to our asset management director who has taken the lead on those trainings.

During the same meeting, an update was given on Item 20 of the workplan: Sheriff-Police Chiefs Meeting: Protocols for appropriate law enforcement referrals, affidavit required of referring LE agency accepting responsibility for transportation. Mr. Freshour reported that they have prepared material to use in this meeting. One of the Wellness Center Lead Clinicians prepared a one pager for law enforcement training that will provide guidance on appropriate referrals and how to refer. This can be used in a 10-15 minute presentation, emphasizing the advantages of the facility over the ERs and jails for individuals law enforcement find in mental health crisis that don't need emergency medical care. This meeting is still pending at the time of this report, however, the GCC reported during the **Coordinating Council meeting of November 14, 2025** that they are giving tours of the facility and protocol orientation to individual police departments. The punch-list of construction issues was addressed during December 2025 and January 2026 and hiring started in January 2026. During the **Coordinating Council meeting of March 6, 2026** Felicia Jeffery reported that the GCC is waiting for HHSC operational inspection and approval that should be completed by the end of March 2026. The goals are to then open the center to take individuals that can benefit from the Respite Center in April 2026 and then open the EOU component by May 2026.

During the **Coordinating Council meeting of April 10, 2026**, Felicia Jeffery reported that the Center will be fully operational, with HHSC certification completed, by May 13, 2026.

Appendix 15 shows the worktable.

Activity DONE	Galveston County Mental Health Wellness Center Law Enforcement Referral Flow Chart

During the **October 17, 2025 in-person meeting of the Coordinating Council**, Felicia Jeffery and Jerry Freshour presented and reviewed a flowchart that presents the eight steps involved in processing law enforcement referrals to the Wellness Center. There are two critical steps that were discussed with the council: Step 3 regarding crisis screening and RN triage for appropriateness for admission to the Extended Observation Unit (EUO) of the center and Step 8 regarding the transfer of individual from the EOU to inpatient hospital by referring police agency. Ideally under Step 3 there will be a screening done from the field that would allow the GCC clinician to determine the most appropriate level of care before a person is taken to the center. Step 8 ideally will utilize the Sheriff Office to transfer involuntary commitments from the EOU to the inpatient hospital. Voluntary transport will be conducted by the GCC. It is estimated that approximately 60 voluntary transports and 6-12 involuntary transports may occur per month. This flowchart will be used in presentations with law enforcement agencies to depict the referral and flow expected for the effective utilization of the center.

Appendix 16 shows the Referral Sources and Law Enforcement Referral Flow Chart.

Activity DONE	GCC Outreach and Briefing to Local Law Enforcement Agencies on Protocols for MH Wellness Center

During the **December 5, 2025 meeting of the Coordinating Council** Dr. Fabelo reported on the progress on the outreach by the GCC on the briefing to local law enforcement agencies on the protocols for the MH Wellness Center. Dr. Fabelo was briefed on this by Felicia Jeffery and Jerry Freshour that could not participate in this meeting due to a preschedule meeting with the GCC staff.

GCC finished the brochure for law enforcement trainings on the Wellness Center and has used material for the first two tours of the facility for Texas City and Dickinson police command on the third week of November. Jerry Freshour was joined in those presentations by the new Wellness Center Lead Clinician Crystal Williams. The plan is for Ms. Williams to get tours done with all the police department commands for Galveston County. She plans to then go out to the patrol shift changes for all the departments to train their next level supervisors and officers in the field.

Both Texas City and Dickinson police departments said that the Wellness Center's facility's secure features and the planned crisis stabilization services, particularly the law enforcement referral processes, were exactly what they need to begin diverting individuals in crisis to this facility as an alternative to ERs and jails. These department stated that they will follow the clinical recommendations of the GCC clinician at the front of the house, even if that recommendation is for them to take an individual in crisis to an inpatient bed in Harris County when the clinician determines that the Wellness Center is not the most appropriate level of care for their referral.
These police departments showed interest in diverting low-level offenders to the facility in lieu of arrest. They had in mind individuals where they suspect mental illness is what is driving low level offenses like trespassing, failure to identify, other examples I can't remember, etc.

Next steps are for the GCC continue to bring in the other 11 PD commands from Galveston County and then go to their shift changes until they get through all departments and shifts. An update on March 20, 2026 by Jerry Freshour states that the largest cities in Galveston County police department chief or key staff have been briefed with some more outreach to the smaller departments pending with the help of former Sheriff Mental Health Deputies Director Jaime Castro.

Appendix 18 shows a copy of the brochure for law enforcement orientation.

Activity DONE Pending Further Review	Referral, Intake and Assessment Protocols for MH Wellness Center
The **Coordinating Council met in person at the MH Wellness Center on January 23, 2026**. In this meeting the GCC center staff and executives presented a document laying down the services of the center, and more importantly, the referral, intake and assessment protocols that will initially be used to maximize the efficiency and effectiveness of the center. This presentation is shown in Appendix 19. The goal is for law enforcement to call a dedicated line to the GCC for clinical staff to determine what is the best drop off points for a person in custody. If the best drop off point is the center, then once the person is received it will be immediately accessed to verify that the center is the best location, either to stabilize the person under the intensive Extended Observation Unit or EOU, or the Respite Center program or connecting the person to outpatient and family services. The council was then taken to the intake process in a tour of the different areas of the center. Questions and answers followed the tour and presentation. One issue requested by Jay Wooten related to specifying a simple criterion on who should be referred to the center. Another issue requested by Captain Gagnon related a similar clarification for mentally ill persons leaving the jail. On the **Coordinating Council meeting of February 6, 2026**, Crystal Williams, GCC Wellness Center Clinician Lead, stated that she is setting a workgroup to meet the request from Mr. Wooten and Captain Gagnon and she will report back. At the time of this report this is still pending.	
Appendix 19 shows a copy of the report provided to the Coordinating Council.	

Activity DONE	Final Cost of Mental Health Wellness Center
During the **Coordinating Council meeting of April 10, 2026**, Dr. Fabelo presented the final construction cost figures for the Mental Health Wellness Center as requested by Zack Davidson, on behalf of Dr. Fabelo, for the Galveston County Budget Department on March 23, 2026. This was requested because the Texas Association of Counties upcoming publication on Galveston County project should have the final figure available from the budget office. The funding breakdown was: ARPA: **$12,447,072** General Fund: **$1,996,027.79** Total Facility Cost: **$14,443,099.79**	

Activity DONE	Five Million Dollars Rider 64 Funding for Crisis and Inpatient Services for Galveston and Brazoria County

During the **Coordinating Council meeting June 27, 2025,** Felicia Jeffery announced new funding in the amount of $5 million approved by the 89th Texas Legislature for 2006 for the expansion of crisis services and in-patient capacity to be available for Galveston County and Brazoria County. More details were provided during the Coordinating Council meeting of August 8, 2025 by Dr. Fabelo on behalf of Felicia Jeffery, CEO of the GCC. Future progress reports will update the council on the implementation of this initiative.

The Coordinating Council will receive regular updates as needed on the utilization of this funding.

Background

The language for Rider 64 in the Appropriations Bill for the 89th Texas Legislature ending in May 2025 is provided below.

(a) Included in amounts appropriated above in Strategy D.2.1, Community Mental Health Services, is $5,000,000 from the General Revenue Fund in fiscal year 2026 to fund additional crisis stabilization facilities and services and provide additional state-purchased psychiatric inpatient beds at the local mental health authority serving Brazoria and Galveston Counties.

(b) Any unexpended and unobligated balances remaining as of August 31, 2026, are appropriated for the same purposes for the fiscal year beginning September 1, 2026.

Gulf Coast Center will leverage an existing EOU/Crisis Respite contract to add capacity through a portion of the $5,000,000 appropriated through Rider 64. HHSC will initiate a contract amendment to add the funding and allow for planning activities.

Additionally, GCC will dedicate a portion of the $5,000,000 to their current CPB/PPB contract with a current subcontracted hospital.

The added bed capacity through both programs, EOU/Respite and PPBs, will be available to residents of both Galveston and Brazoria Co.

Activity DONE	Technology Feasibility Report to Implement Electronic Transmission of Emergency Detention and Protective Orders

During the **Coordinating Council meeting of May 30, 2025,** Dr. Fabelo presented a report to the Council showing the process for requesting Emergency Apprehension by Peace Officer Without a Warrant (APOWW), requesting a Transfer Warrant and Order of Protective Custody. The report also discussed Texas Health and Safety Code Section 573.012 that mandates that judges must accept applications electronically and reviewed the process set in Brazoria County to accomplish the electronic requests. Dr. Fabelo stated that in a future Coordinating Council meeting, the steps needed to implement electronic request in Galveston County will be discussed as part of the Wellness Center worktable. Electronic requests are a critical component to make the intakes and movements of individuals more efficient when the center becomes operational. Misty Witmer, Galveston County Chief Information Officer and her staff on June 27, 2025, submitted to Dr. Fabelo a "feasibility brief" reviewing the technical steps to implement the electronic reporting. There are no major technology obstacles to put the system in place. This report was discussed during the **July 25, 2025 meeting of the Coordinating Council** by Chris Martinez, Deputy Director, of the Department of Enterprise Services. The technology aspect of the initiative is not an obstacle, and the conversation was directed at identifying who or which agencies make the request for the warrants and who or which agencies are the recipients of the request and need to respond. Mr. Chris Johnsen, Special Prosecutor for Mental Health participated in the meeting and made suggestions. Dr. Fabelo asked Chris Martinez to put a workgroup together of the key people to further scope out the feasibility of this and develop a workplan.

Appendix 9 shows the report to the Coordinating Council with the background in the issue.

Relevant background: SB 2479 in 2023 amended the Texas Health and Safety Code, Section 573.012 to have judges accept electronic applications for emergency detention warrants and protective orders. As summarized by the Texas Judicial Commission on Mental Health Bench Book 2024-2025 Edition:

"These legislative changes expand who is authorized to request a warrant electronically (e.g., via email) from a judge for an emergency mental health detention under Texas Health and Safety Code section 573.012. Previous law only allowed physicians to request a warrant for an emergency detention electronically. In less populated areas, a physician is often not available to make an electronic request when an emergency detention warrant is needed. This amendment remedied that issue by allowing other licensed mental health professionals with advanced training and education who are employed by the LMHA to make the request electronically."

Activity DONE	Workgroup Report on Implementation of Electronic Transmission of Emergency Detention and Protective Orders

During the **July 25, 2025 meeting of the Coordinating Council**, the council reviewed a report from the Department of Enterprise Services stating that the technology for the electronic transmission of Emergency Detention and Protective Orders was not an obstacle to this project. The implementation challenge was to identify who, or which agencies make the request and who or which agencies are the recipient of the request and need to respond. Dr. Fabelo, with the agreement of the council, asked Chris Martinez, Deputy Director of the Galveston Department of Enterprise Services, to put a workgroup to scope out now with stakeholders the relevant issues.

Mr. Martinez, along with Mr. Johnsen, Jerry Freshour met on August 4, 2025. The group clarified that the current OPC workflow through the Probate Court will remain the active process for the time being. Jerry Freshour expressed satisfaction with this approach and indicated no immediate need to pursue electronic transmission methods until the court is ready to consider them. The group "also discussed Senate Bill 2479, which allows—but does not require—courts to accept electronic filings. While this provides a legal pathway for digital submissions, the group agreed that any future consideration of electronic filing would need to originate with the Probate Court and stakeholders like Chris Johnsen and Diana Cuevas. Therefore, "no changes to the existing process are planned. We will revisit potential digital solutions if prompted by the court or additional operational needs." (Ryan Delgado Email to Dr. Fabelo August 4, 2025). Mr. Johnsen stated that he *"receives receive applications for OPCs on paper, whether faxed or scanned and emailed. Sun Behavioral has their application packet as fillable electronic forms. They enter the patient specific information on their computer, then print out the forms, get them notarized, and then they get them to me, either by email or by fax." (Email, August 4, 2025).* After reviewing the above reports the above reports, Dr. Fabelo asked the group for more clarification*: "what does it mean that this cannot happen until Mr. Johnsen and probate court are ready to explore electronic processes?"* On August 1, 2025, Dr. Fabelo followed up with conference call with Chris Martinez and Jerry Freshour, with an email summary to Misty Witmer, requesting that Mr. Martinez develop a flowchart of the electronic system if the "stakeholders" agree to the implementation. Dr. Fabelo stated that he would present this to the Coordinating Council at the September 5, 2025 meeting and request that the stakeholders make their case against the implementation of the electronic system.

During the **Coordinating Council in-person meeting of September 19, 2025**, Ryan Delgado and Chris Martinez of the Department of Enterprise Services reported that they have another approach that using the Odyssey system. This approach was supported by the key stakeholders. However, the department would like to have a "proof-of-concept" for their updated plan. During the **Coordinating Council meeting of March 6, 2026** a report was presented by the Department of Enterprise Services team. The report reviewed the current process, statutory provisions that apply, case volume considerations and then operational and feasibility constraints of implementing electronic transmission of emergency detention and protective orders. The report concluded that the "low volume and upstream operational constraints limit the feasibility and benefits of additional process changes or electronic solutions." In other word, the initial idea of having electronic transmission of emergency detention and protective orders was not feasible, and therefore, would not be implemented.

A worktable for these tasks is part of the MH Wellness Center opening and initial operation work plan, presented in Appendix 15.

Appendix 10 updates the technical feasibility study discussed during the March 6, 2026 council meeting.

State and Federal Grant Programs to Expand Mental Health Community Continuity of Care

Activity Pending Further Review	Jail Reentry Program Implementation Worktable

During the **Coordinating Council meeting of April 25, 2025,** a comprehensive planning worktable was discussed with the council. GCC is in the process of completing a planning guide required by BJA before the department authorizes the expenditures of the program funds. The planning guide requires clear delineation of what is the population of focus and program eligibility, the screening and assessment process, the documentation of evidence-based practice and collaborative case plans and post-release supports, the collection and reporting of performance measures and a plan for sustaining the funding after the federal funding is exhausted. The planning guide is expected to be completed and submitted to BJA by June 2025. At the time of this meeting is not possible to determine when BJA will review and approve the planning guide and release funding for the program. This is more uncertain than usual given the funding cuts and reorganization in-process during the new administration. On April 23, 2025, the GCC received notice from the Justice Center of the Council of State Governments that they were no longer able to provide technical assistance for this program, including completing the planning guide and for the League City MDRT BJA funded program. Dr. Fabelo suggested that the GCC submitted the planning guide on the reentry program at the direction of the council. BJA can then accept the guide, and we have that approved, or tell GCC otherwise.

During the **May 30, 2025 meeting of the Coordinating Council,** this issue was reviewed again. At the time of this meeting the guide submission was still pending. During the **June 13, 2025 meeting of the Coordinating Council,** Jerry Freshour reported that the guide was still pending some information from VitaCoreHS and that it has not been submitted. During the **June 27, 2025 and July 25, 2025 meetings of the Coordinating Council,** Jerry Freshour reported that the planning guide was still pending. During the July 11, 2025 meeting of the Coordinating Council Dr. Fabelo reported on his conversations with Jerry Freshour, Deputy Director, GCC, about applying for state grants under the Mental Health Grants for Justice Involved Individuals as it is highly possible that funding for this program may be rescinded by the federal agency. He suggested that the same should be done for the SAMHSA funded AOT Program. Dr. Fabelo will continue to monitor this and report back to the council in the future.

During the **Coordinating Council meeting of August 8, 2025**, Jerry Freshour reported that the re-entry planning guide required as part of the grant was finally submitted to BJA on August 8, 2025. He also reported that the proposed grants to HHSC had been submitted. On **September 10, 2025**, Christen Dobbs-Perez informed Dr. Fabelo that BJA approve the funding for the program. An updated worktable was presented to the **Coordinating Council on the in-person meeting of September 19, 2025**. Christen Dobbs-Perez reviewed the big milestone pending: the hiring of staff, the protocols to target and select the population for the program and the infrastructure to collect process and outcome metrics required to be reported to the federal agency. However, on **October 1, 2025**, the "shutdown" of the Federal Government prevented the GCC from drawing on the funding needed for the program to start.

During the **Coordinating Council meeting of October 17, 2025**, Jerry Freshour informed the council that the GCC can pull federal funds amid the government shut down and they will move forward hiring staff.

During the **Coordinating Council meeting of April 10, 2026**, Christy Dobbs-Perez stated that all staff has been hired and the program could be considered operational as of this date.

Appendix 3 presents the worktable as of September 19, 2025

Activity Background	Jail Reentry Program Implementation Worktable (Continued with Background)

Relevant Background: During the **Coordinating Council meeting of April 26, 2024**, Felicia Jeffery, CEO of the GCC, along with her executive staff, presented a study tracking the connections and retention in treatment for Mental Health Court Docket individuals with cases closed in the March 1, 2023 to April 30, 2023 period (65 individuals with 111 cases closed by the MHHPD office). The follow-up was done on 46 individuals with 63 cases dismissed. These individuals all had a severe mental health diagnosis. Of the 46 defendants, 33 or 72% completed an intake in the GCC with 13 individuals not having an intake in the GCC for various reasons, like not living in the GCC "catchment area". Only 11 (33%) of the 33 individuals with an intake in the GCC were still in services 6 months after their cases were dismissed. These 11 individuals represented 16% of all cases closed during the study period. Recommendations to improve retention in treatment included a change in the GCC model to have case managers working more in the community than in office and to develop a same day psychiatric appointment when needed to retain people in treatment.

During the **October 11, 2024 meeting of the Coordinating Council,** Felicia Jeffery, CEO, GCC, announced that the GCC received a grant from the Bureau of Justice Assistant (BJA) of the US Department of Justice on September 23, 2024, in the amount **of $825,000** to expand the programs directed at individuals leaving jail with severe mental illnesses. This new program will enhance mental health services for the severely mentally ill released from jail or with a case disposed in the Mental Health Court Docket. Per language in the grant award: "The program seeks to retain individuals in treatment for a minimum of 6 months after jail release or case disposition and reduce recidivism among this population through evidence-based interventions and targeted support services. The program projects to serve 80 adult participants per year for a total of 240 participants over the 36-month grant period."

On **March 3, 2025, a Memorandum of Understanding (MOU)** between sheriff and GCC regarding the new Department of Justice Grant for a Galveston County Jail Reentry Team was signed. The GCC agreed to utilize the DOJ grant funding to provide the clinicians and qualified mental health professionals for the Galveston County Jail Reentry Team to include a Jail Reentry Clinician, two Jail Reentry Case Managers, and a Jail Reentry Peer Specialist. All GCC crisis staff designated for the project will have training and education in jail reentry services to stay up-to-date on evidence based best practices and the law. There are no new costs to the county or the sheriff's office for the Galveston County Jail Reentry Team project. The sheriff's office agreed to continue to provide current office space in the county jail and jail staff assistance with coordination of jail releases to the Galveston County Reentry Team. The Galveston County jail agreed to make referrals to the Galveston County Reentry Team to assist individuals in accessing needed services and resources necessary to reduce recidivism.

Activity Pending Further Review	Assisted Outpatient Treatment (AOT) Program Implementation Worktable
During the **Coordinating Council meeting of July 11, 2025,** a comprehensive planning worktable was discussed with the Council. Sara Corey representing the GCC, and director of the initiative, participated in the discussion. GCC has completed all the documents required by SAMHSA for the implementation of the Assisted Outpatient Treatment (AOT) Program. The "soft start" of the project was projected for June 2025 but SAMHSA has not approved the expenditures of funds to start the program. Dr. Fabelo reported on his conversations with Jerry Freshour, Deputy Director, GCC, about applying for state grants under the Mental Health Grants for Justice Involved Individuals as it is highly possible that funding for this program may be rescinded by the federal agency. He suggested that the same should be done for the BJA funded Jail Reentry Program. Dr. Fabelo will continue to monitor this and report back to the council in the future. During the **Coordinating Council meeting of July 25, 2025** Felicia Jeffery, CEO, GCC, announced the SAMHSA approve the expenditure of funds for the program. Dr. Fabelo noted that he will update the workplan to reflect that fact and monitoring will continue. On **October 1, 2025**, the "shutdown" of the Federal Government occurred. The Coordinated Council is pending an update on the implementation status of the program at the time of this report.	
Appendix 12 presents the worktable. Dates will be updated accordingly as monitoring continues.	

Activity Background	Assisted Outpatient Treatment (AOT) Program Implementation Worktable (background)

Relevant Background: During the **Coordinating Council meeting of September 27, 2024**, Felicia Jeffery, CEO of the GCC, along with her executive staff announced that the GCC received a U.S. Substance Abuse and Mental Health Services Administration (SAMHSA) grant for $944,000 to support the creation of an AOT program in Galveston County. GCC applied for this competitive grant in March 2024. AOT was reviewed earlier during the February 9, 2024 meeting of the Coordinating Council. Dr. Robin Gearing, Board Member of the Harris Center for Mental Health and Social Work Professor at the University of Houston, gave an overview of the AOT program in Harris County at that meeting. Judge Kimberly Sullivan, Probate Court, will be working with the GCC and Coordinating Council on this project.

AOT provides outpatient services to persons with severe mental health conditions while supervised by a court under the state's community civil commitment protocols. The goal of AOT is to reduce the number and duration of inpatient psychiatric hospitalizations, homelessness, incarceration, and interactions with the criminal justice system while improving treatment engagement, treatment adherence and functional outcomes. This program is designed to work with civil or probate courts to allow these individuals to obtain treatment while continuing to live in the community and their homes.

In Texas, AOT is based on a Civil Commitment strategy as defined in the Texas Health and Safety Code Section 574.0345 (a) and (b) for persons with SMI, persons needing treatment to function independently or prevent relapse that may result in serious harm, and persons unable to participate in outpatient mental health treatment effectively and voluntarily as defined by law. The type of AOT orders can be temporary for up to 90 days, extended up to one year and by modification for an individual that is currently subject to inpatient civil commitment.

An individual referred to an AOT program needs to be clinically found to meet criteria as set in statute. Once the criteria are met, a court hearing on an application for court-ordered mental health services can be set following Tex. Health & Safety Code Section 574.009 (a). A "Certificate of Medical Examination" or CME must be completed. The LMHA must complete and file a "Recommendation for Treatment". The court needs to appoint an attorney for the person if the person does not have one. The court must also find "clear and convincing" evidence for the need for the program as defined in Tex. Health and Safety Code Section 574.0345 (b) and Section 574.0355 (c). Referrals to the program can be as a pre-arrest or post-arrest diversion, and prebooking diversion and post-booking following CCP Article 16.22 TCCP. Texas law allows a pending criminal case to be suspended or dismissed with simultaneous transfer to the probate court for AOT proceedings. Diversion to AOT can also occur for defendants in jail with an Order for Competency, for a defendant that is unlikely to be restored or with charges remaining pending following completion of the maximum competency restoration period. It can also be used to support outpatient or jail-based competency restoration services.

Activity DONE	Update on Grant Received and Grant Under Consideration by GCC

During the **Coordinating Council meeting of September 19, 2025**, Felicia Jeffery, CEO, and Jerry Freshour, Senior Director, reviewed the list of grants received by the GCC and under consideration as of this date based on the different applications. A summary is below.

Awarded Legislative Riders funding: $13,489, 592 all dedicated to support the operations of the MH Wellness Center.

HHHC Rider 48 Program Grants: $2,606,939 for COAST program and other services.

Other HHHC Grant Program: $209,348

Federal agency grants: $1,874,500

Governor's Office: $500,000

Total above: $18,471,031

At the time of this meeting, there were grant applications totaling $2,167,618.

During the **Coordinating Council meeting of February 6, 2026**, Jerry Freshour, GCC, reported that under the Mental Health Grant for Justice Involved individuals the state granted over $1.2 million each year through state fiscal year 2029 for supporting COAST and supporting a Community Intervention Team (CIT) in Brazoria County.

The Coordinating Council will continue receiving updates as necessary on the grant funding applications.

Judiciary and Public Defender Office

Activity DONE	New District Attorney Kenneth Cusick Briefed and Integrated to Coordinating Council

During the in-person meeting of the **Coordinating Council of October 17, 2025,** the newly appointed Galveston County District Attorney, Kenneth Cusick, was introduced to the council. Mr. Cusick was appointed by the governor to replace retiring District Attorney Jack Roady. The appointment became effective the second week of October. Chairman Holmes personally briefed DA Cusick on the function of the council in a meeting on October 7, 2025. Dr. Fabelo continued the briefing during the visit of October 15, 2025. Conversations will continue to bring the District Attorney up-to-speed on all the projects overseen by the council.

Activity DONE	Briefing and Introduction to the Coordinating Council of Judge Leslie Yates

Judge Leslie Yates was appointed on March 31, 2026 by Galveston County Commissioners Court to replace Judge Wayne Mallia. She will oversee the Misdemeanor Mental Health Court Docket (MMHCD), the Felony Mental Health Specialty Court and participate in the Jail Competency Workgroup. On March 23, 2026 Dr. Fabelo, along with Chairman Holmes, presented an extensive briefing for Judge Yates to help her transition in her new duties. **On April 10, 2026,** Dr. Fabelo and Chairman Holmes, organized an in-person briefing for Judge Yates with Jay Wooten, MMHPD, Felicia Jeffery, Christy Dobbs-Perez, Jerry Freshour of the GCC and Probation Director, Willie Lacy and other staff to review each of the key areas under Judge Yates and discuss need for improvements in the next twelve months.

During the **Coordinating Council meeting of April 10, 2026**, Chairman Holmes introduced Judge Yates to the Coordinating Council. Once Judge Yates is fully integrated into her new duties, the plan is to review again the need for improvements to the MMHCD that was presented to the council during its September 19, 2025 meeting and continue working to make improvements with the Felony Specialty Court and the Jail Competency Process.

Appendix 20 presents the briefing report to Judge Yates of April 10, 2026.

Activity DONE	Draft of Proposal for Impact Disposition Docket Twice a Year Under Review by Judiciary

During the **Coordinating Council meeting of March 28, 2025,** the issue of establishing an Impact Disposition Docket was discussed. Presiding District Court Judge Robinson agreed for Dr. Fabelo, working with the District Court Administrator, to explore how the impact court model, or a version of it, could be adopted on a permanent basis. Dr. Fabelo during the **August 8, 2025 meeting of the Coordinating Council,** stated that he plans to have an in-person round-table discussion in late September to further examine the proposal. During the **Coordinating Council meeting of September 5, 2025,** Dr. Fabelo informed that this roundtable was cancelled given pending the appointment of a new District Attorney.

At the time of this report, this proposal is not under consideration anymore due to other activities that the District Court Presiding Judge has implemented to help with the disposition of District Court cases.

Activity Background	Draft of Proposal for Impact Disposition Docket Twice a Year Under Review by Judiciary (background)

Relevant Background: The **Coordinating Council, during its January 26, 2024** meeting, heard a presentation from Brandi Reyes, District Court Administrator, and District Court Judge Neves about the operations of the Impact Court that started in February 2023 with a state grant from the OCA. Dr. Fabelo presented a statistical analysis showing that between February 2023 and December 2023 there were 339 cases disposed by the Impact Court. During that period the overall number of pending criminal cases in the District Courts decreased by 562 cases, with the dispositions generated by the Impact Court accounting for 60% of that decline. Dr. Fabelo also presented an analysis going back to January 2019 showing that the District Court backlog of criminal cases was 2% lower in November 2023 than it was in January 2019, and the backlog was 31% lower than it was at its peak during the COVID Pandemic in August 2021. In November 2023 the backlog was 2,248 cases compared to 2,294 in January 2019 and 3,277 in August 2021. At the time of this meeting, the Impact Court has met the performance goals set by the OCA in its original grant.

During the **Coordinating Council meeting of September 27, 2024**, Brandi Reyes, District Court Administrator, reported that between the start of the Impact Court on February 21, 2023 and September 16, 2024, there have been 430 cases disposed by the court. She also reported that at the August 2024 meeting of the Criminal Court Board, the judges voted to end the Impact Court as of December 31, 2024, and asked the Office of Court Administration (OCA) for the reallocation of unused funds of $102,955.98 for additional expenses related to court appointed attorneys. OCA agreed on that request.

Dr. Fabelo conducted statistical analysis in early 2025 showing that between February 2023 and December 2023 there were 339 cases disposed by the Impact Court. By the end of the program in December 2024, a total of 471 cases were disposed by the Impact Court, helping reduce the backlog of cases. Between the start of the court and December 2024, the backlog of pending District Court cases declined from 2,810 to 2,572 (-8%).

Activity DONE	Texas Indigent Commission Monitoring Report 2025 and Responses from District and County Court Administration

During the **Coordinating Council meeting of September 5, 2025,** Joel Lieurance, Senior Policy Monitor and Ashley De La Garza, Senior Policy Analyst for the Texas Indigent Defense Commission discussed the Commission's monitoring review second follow-up of prior findings. The original findings related to the timeliness of appointments and appointed procedures from TIDC occurred in June 2017. This first report found that counsel was not appointed timely in either felony or misdemeanor cases. In March 2022, five years later, TIDC did a follow up review to evaluate whether the findings from 2017 review had been satisfied. That review found two of the five findings were satisfied, and the rest were left pending. The current review, three years after the March 2022 review, found that in felony cases, the courts narrowly missed TIDC's threshold for making timely determinations of indigence. This is a finding from the 2017 review. The report presented a new finding that the misdemeanor courts met this threshold, but they did this by making several denials of indigence to persons who appeared to meet automatic indigence qualifiers. Therefore, eight years after the 2017 review, the county still has two pending findings.

Dr. Fabelo suggested that these two findings are not difficult to address and after eight years it was time to get this resolved. The first finding is a matter of getting the right paperwork to the District Judges so they can decide on determination of indigence on a timely basis. The findings related to the misdemeanor courts can be resolved by the judges that want to ask for more documentation to support indigence to do that and try to get the documents within one business day, and if not appoint indigent defense counsel within the required time pending further review.

No judge was present to discuss the findings and provide context as to the appropriate next steps to address the finding. Dr. Fabelo stated that the topic will be added for a future agenda of the Coordinating Council hoping that the judges or their court administrators can speak to the issue.

On **October 3, 2025 the District Court Administration submitted** their response to the 2025 report stating that a clear protocol to address the finding has been put in place.

On **October 22, 2025 the County Court Administration** submitted their response to TIDC basically saying that they will determine indigence "according to standards directed by the indigence plan."

See **Appendix 14** for Executive Summary of the Report (Second Follow-Up Policy Monitoring Review of Galveston County's Indigent Defense Systems – August 2025)

Activity Background	Texas Indigent Commission Monitoring Report Follow Up (background)

The Texas Indigent Defense Commission (TIDC) during the October 7, 2022 meeting of the Coordinating Council presented a report updating their 2017 review of the county indigent defense procedures. The 2017 review was done as part of the county pre-trial, justice and mental health system review conducted by the Meadows technical assistance team. TIDC transmitted their updated monitoring report to County Judge Henry, Commissioners Court, and the judiciary on October 5, 2022. Their report was titled *"Follow-up Policy Monitoring Review of Galveston County's Indigent Defense Systems"* and is dated October 2022.

The updated TIDC report found that, related to the prompt appointment of counsel, three of the five original findings of 2017 have not been resolved. The TIDC 2017 report found that "counsel was not appointed timely in either felony or misdemeanor cases. In misdemeanor cases, some defendants with pending counsel requests entered uncounseled pleas. Additionally, in misdemeanor cases, jail docket attorneys did not always represent defendants beyond the week of their assignment, and defendants not wishing to enter a plea were left without means to resolve their cases" (as summarized on page 4 of October 2022 report). Chairman Holmes and the Coordinating Council requested that the District Court and County Court Administrators present to the council their proposed strategies to resolve the pending issues during the meeting of November 18, 2022.

The October 2022 report found that in the "prompt appointment" of counsel three of the five original findings of 2017 have not been resolved five years later. TIDC considers the appointment of counsel to represent defendants that qualify and request counsel to be a timely appointment if there is evidence of representation within one working day (plus 24 hours allowed to transmit the request to the courts) of the counsel request (page 11 of report). The three findings from the 2017 report that were not addressed are: (1) untimely felony appointments; (2) untimely misdemeanor appointments; and (3) misdemeanor counsel requests that were never ruled upon, and defendants later waived the right to counsel while requests were still pending.

The County and District Court Administrators discussed their responses to TIDC at the November 18, 2022 meeting of the Coordinating Council. TIDC in a November 7, 2022 email to county officials (from Joel Lieurance) accepted the county responses and stated that a follow-up technical assistance visit will be conducted in early 2023. The TIDC email provides a summary of the responses of the county as reproduced below:

- *"The district courts intend to make extra efforts to ensure counsel is appointed within one working day of receiving the request. Additionally, the district courts have amended the indigent defense to (1) clearly note that counsel requests should be sent to the courts within 24 hours and to (2) bring defendants who did not request counsel before the courts within 3 working days to ascertain whether they have retained counsel."*

- *"The county courts noted that all misdemeanor counsel requests will be sent to the judge assigned to the weekly jail docket. Pretrial Services will assist with financial affidavits. If a defendant fails to complete a financial affidavit, the request will be denied, and a note will be generated to state the defendant needs to provide additional information for further consideration by the Court."*

- *"The county courts noted that all misdemeanor counsel requests will be sent to the judge assigned to the weekly jail docket. The judge over the weekly jail docket will rule on all counsel requests within one working day or receipt. A waiver of right to counsel will not be given to defendant unless the Judge makes a finding of non-indigency."*

At the time of this report, TIDC was still pending a follow-up visit in 2023 to review again if the policies recommended have been implemented. This follow-up visit did not happen until 2025.

Activity Pending Further Review	Texas Indigent Commission Monitoring Report 2025 Third Follow Up Audit

During the **Coordinating Council meeting of February 20, 2025,** Dr. Fabelo informed the council that Joel Lieurance, Senior Policy Monitor and Ashley De La Garza, Senior Policy Analyst for the Texas Indigent Defense Commission informed county officials on January 27, 2026 that TIDC staff will be onsite in Galveston County on March 3 and March 4, 2026 to do another follow-up to related to their findings from their 2025 Second Follow-up Report and County Responses. Their review will seek to verify whether the issues from the 2025 report have been addressed. For this review, we will examine case files, attempt to observe dockets and magistrate warnings, and interview officials and staff. Our case file review will cover felony and misdemeanor defendants receiving magistrate warnings in December 2025 and January 2026. During the **Coordinating Council meeting of March 6, 2026**, Monica Gracia, County Court Administrator, and Brandi Reyes, District Court Administrator, reported on their meetings with the TIDC staff and their cooperation with the process. During the **Coordinating Council meeting of March 20, 2026,** Joel Lieurance, Senior Policy Monitor of TIDC and Ashel De La Garza, Senior Policy Analyst, presented their first impression from their March 3 to 5 visits to Galveston County. They were not ready to report on the County Court observations but reported on the District Court observations. They noted delays with the timely appointment of counsel during the weekend as there is not an available District Clerk staff to process the records. Any request made on Saturday would not be timely as the appointment is likely to have occurred beyond the one-day requirement of appointment after request. Daniel Betancourt, from the District Clerk, confirmed the lack of staffing during the weekend. Chairman Holmes suggested that we review this issue before the TIDC issue their report, expected in early June.

Dr. Fabelo presented a report reviewing the history of the TIDC involvement in Galveston County, going back to their first report of 2017. He stated that he would like to see the issues resolved as it has been now almost nine years since the original audit, with subsequent audits in 2022 and 2025. Dr. Fabelo thinks that these issues are not hard to fix but requires a commitment to fix them for good. Dr. Fabelo stated that he would invite the TIDC to present their full report in the June 2026 meeting of the council.

See **Appendix 20** presents Dr. Fabelo's report to the council on March 20, 2026.

Activity Pending Further Review	Workshop to Review Case Processing During the Weekend Impacting Timeliness of Indigent Defense Appointments

Dr. Fabelo, along with Chairman Holmes, conducted an **in-person workshop on April 9, 2026**, to examine how persons arrested during the weekend are process and how the present processes negatively impacted the timeliness of the appointment of indigent defense counsel at the District Courts. The goal is to try the fix the process and communicate that to the Texas Indigent Defense Commission (TIDC) before they issue their follow-up audit. TIDC representatives mentioned this potential finding during their presentation to the Coordinating Council on March 20, 2026. Participating in the workshop were Bradi Reyes, District Court Administrator; Alytha Green-Pickney on behalf of Daniel Betancourt, Chief Deputy District Clerk; Aaron Johnson, PBO Director and his staff; Misty Witmer, Galveston IT Director; Ryan Delgado from the Department of Enterprise Services and Adam Poole, Trial Division Chief of the Office of the District Attorney. Ms. Reyes updated the group and stated that her tracking of cases during the Easter weekend reflected compliance with the timeliness of appointments, and this was due to the District Attorney assigning a person to review these cases and the information available on a timely bases for the District Court Administration staff to start the appointment of counsel process. Adam Poole stated that he also was working with the IT department in the flow of electronic information using Sharepoint and that they have been testing the interphase, and they expected that in a week this system will be functional to provide information to the District Attorney's office that will streamline the initiation of the prefiling record. Dr. Fabelo stated that he would report back to the TIDC and suggested to Brandi Reyes to test compliance again during the weekend of April 10, 2026, and when IT certifies that the Sharepoint interphase was operational, then Judge Robinson can sent a letter to TIDC stating that Galveston County has addressed their finding.

The final review and letter to TIDC is pending at the time of this report.

Other Judicial Related Areas

Activity DONE	Review of Implementation of SB 1518 Chapter 76 Penal Code
During the **Coordinating Council on its July 11, 2025** meeting the council reviewed the status in the implementation of this policy. Sheriff Deputy Chief Mel Villarreal reported via email, and Dr. Fabelo reported to the council, that the Texas Department of Public Safety (DPS) is not creating a Terrorist Offender Registry and instead is using the Sex Offender Registry to get the mandated report of any person convicted under this law. The reporting process is manual, and the registration form was shared with the council. After almost two years of implementation at the time of this meeting there were nine registered persons convicted under this law and registered. None were from Galveston County. Dr. Fabelo stated that this review is done and that the District Attorney should bring back the issue in the future if there was the need to review this policy again or develop a new protocol for reporting.	
Relevant Background: The 88th Texas Legislature in 2023 created a new section of the Penal Code, Title 12, Chapter 76, defining a set of "terroristic offenses" for punishment enhancements. In the Texas Code of Criminal Procedure, Chapter 65, the legislature then created the Terrorist Offender Registration Program. Based on the provision of this law a reportable conviction or adjudication occurring on or after January 1, 2024, need to be reported by local officials to the Texas Department of Public Safety. During the **Coordinating Council meeting of July 19, 2024**, Dr. Fabelo presented the questions that needed to be addressed to comply with this law. Chairman Holmes will address the first question by asking Commissioners Court to designate the GCSO as the "centralized registration authority". Commissioners Court approve this designation on September 3, 2024. District Attorney Roady, working with Captain Villareal, Crime Records, GCSO, was to report on the other three issues during the **August 9, 2024 meeting of the Council,** but this conversation was postponed until a later meeting of the Coordinating Council. During the Coordinating Council meeting of September 27, 2024, District Attorney Jack Roady reported that DPS will be visiting Galveston to discuss reporting protocols at the end of October and until that visit is completed there is no clarity on how to proceed locally. He also reported that the OCA needs to modify the judgement form to accommodate convictions under the new law and that has not occurred. During the **Coordinating Council meeting of November 1, 2024**, DA Jack Roady and Captain Villareal of the GCSO could not participate in the meeting and this issue was deferred to the December 13, 2024 meeting, but the principals were not available to address this issue at this time. Key pending questions at the time were: • Have local protocols been established between District Attorney, or courts, to report to the local centralized registration authority of the appropriate reportable persons? • Has DPS already established "an alert flag on the criminal history record information of each person who is required to register under this chapter that would be visible and accessible to a peace officer, criminal justice official, or employee of a law enforcement agency while in the performance of the officer's, official's, or employee's official duties."? (Article 65.007, (b)). • Have local protocols been established or will be established for a local court to determine when a person no longer represents a threat to public safety and the person's "duty to register" expires? (Subchapter C, Article 65.101).	

Activity Pending Further Review	Review of Process and Outcomes of the Misdemeanor Mental Health Court Docket (MMHCD)

On **September 18, 2025,** Dr. Fabelo conducted an in-person review of the process and outcomes of the MMHCD. This was done with all the key stakeholders participating in a roundtable to review Dr. Fabelo's report. The participants included Chairman Holmes, Judge Mallia, Cristian Urbina, Jay Wooten, Monica Gracia, Christen Dobbs-Perez, Jerry Freshour, Willie Lacy, Aaron Johnson, Clarissa Morgan, County Clerk, Chris Martinez and Ryan Delgado, Department of Enterprise Services, Kayla Allen, DA First Assistant and Kacey Launius, Misdemeanor DA Division Chief.

During the **September 19, 2025 meeting of the Coordinating Council,** Dr. Fabelo presented recommendations for improving the process and outcomes of the program. The most salient findings of the report were that connections to services could be significantly improved by defendants getting their bond condition modified more quickly; probation and pretrial supervision of one officer to over 200 cases under supervision cannot be effective in helping encourage defendants to report and participate in treatment; the monthly metrics of the MMHCD that have been submitted by Cristian Urbina since the beginning of the program need to be reviewed, updated or scrapped for another source; and there is a good effort to connect defendants to treatment but staying in treatment is a challenge (only 33% are still in treatment six months after intake) and, even with connection to treatment, almost half (42%) will recidivate after one year. There were eight items agreed upon by the group, listed below.

Item 1: Need to have a MH Prosecutor, like originally designed, as this position is vacant. This DA will understand the program and try to get the cases filed quicker.
Item 2: Given the expected activities for probation pretrial that are limited, there was consensus that there is no apparent need to add staff to probation. Caseworkers from PD and GCC do a lot of the follow up and contacts and program intake.
Item 3: Some defendants from MMHCD may be placed on probation for various reasons. MH treatment needs to be ordered as a condition of probation.
Item 4: There are cases with bond forfeiture in the caseload, and they are there for a relatively long time (about 15% of caseload at the time of this conversation had a bond forfeiture and some have been there for over a year). The suggestion by the group was to get a list every six months of the defendants in the caseload with a bond forfeiture and request the Sheriff to do a "warrant roundup" to clear some of these cases.
Item 5: Use of the ORAS Misdemeanor Pretrial instrument to target moderate and high-risk recidivism defendants and use an ACT model (in process) to provide services.
Item 6: GCC to set up system for tracking for the target population which requires GCC IT and County IT to work together for this purpose.
Item 7: Change monthly metrics to track number of people on the MMHCD using information collected by probation and MMHPD (Cristian Urbina does not have to submit her monthly reports as she has been doing for the last two and a half year).
Item 8: To identify defendants and cases for the MMH Docket County Court Administrator to clean the so-called "Green-Flag" to better represent MH defendants/cases for selecting the defendants for the MMHCD.

At the time of this report a work plan is pending development, implementation and review by the council. These recommendations were reviewed by the appropriate team with Judge Yates during an in-person meeting on **April 10, 2026** before the Coordinating Council meeting and the issues were then discussed with the Coordinating Council.

See **Appendix 17** for the full report.

Information Technology and Metrics

Activity DONE	Review of Six-Month Statistical Report

During the **August 8, 2025 meeting of the Coordinating Council,** the council reviewed the first six months of 2025 statistics of key metrics. These statistics were presented in Section II of the First Progress Report circulated on July 14, 2025, but new items of information were added regarding the jail population growth. The report showed that the average jail population for the first six months of 2025 was 11% higher than the same average in 2021 and 16% higher than the first six months of 2024. The population was still 6% lower than at project start in January 2018. There were other pretrial, court and mental health metrics discussed with the council.

Regarding the jail population, Dr. Fabelo presented two new metrics. One estimated the jail incarceration rate in Galveston County and showed that the incarceration rate per 100,000 population was lower in 2025 at 283 compared to the project start year in 2018 of 335 per 100,000. This means that even though the population in the county during this period increased by 35,767 people (11% increase), the lower crime rate and arrests, the increase in the PBO releases 23% and other factors have helped reduce the incarceration rate. However, recently, the increase in certain jail populations is impacting the increase in the jail population. Probation violators in jail, parole related populations in jail, immigration holds and state populations in July 2025 represented 27% of the total jail population compared to 25% in January 2023 and 22% in January 2024. Policies adopted by the last legislature relating to the restriction of pretrial/bond releases and related to the Sheriff offices assisting in immigration violation arrests, may continue to impact an increase in the population. Dr. Fabelo discussed the plan to have a roundtable or workshop among the key officials in September 2025 to further discuss the implications of these trends for the potential need to expand jail capacity over the long-term.

Activity DONE	Update of January 24, 2025 Presentation and Metrics to CC

During the **in-person meeting of October 17, 2025 of the Coordinating Council,** Dr. Fabelo presented an update to the report to the council of January 24, 2025. The updated report shows the average monthly jail population increasing by 10.2% in 2025. The first day of the month jail population in September 2025 was at the same level as when the project started in January 2018 (at 1,121) and on both dates, the jail was operating at 96% of capacity. A larger percentage of the jail population at the end of September 2025 was composed of probation violators, parole related violators, immigration related defendants and inmates that have been sentenced to TDCJ. These populations represented 31% of the jail population compared to representing 22% of the jail population in January 2024. These populations are not easily impacted by local policies. Releases on Personal Bond increased in 2024 by 2.7% but decline by 24% between January and September 2025. Magistrates are changing their decision making. While the population eligible for Personal Bond and their risk profile is the same as in prior years, magistrates approved 29% of those defendants eligible for Personal Bond in September 2025 from a high of 53% in January 2025. The average approval rate between January 2023 and September 2025 was 41% of defendants eligible. Therefore, the combination of the county population continuing to increase, restrictions on bond releases as the top state policy, more punitive state and federal policies backlogging more people in jail and correctional staff shortages at the state and local level, slowing down intakes to TDCJ, means that the council will be dealing with Galveston County jail population issues in 2026 more than in recent years.

Activity DONE	Revision of Metrics for Misdemeanor Mental Health Court Docket Program (MMHCD)

During **in-person roundtable of September 18, 2025** that reviewed the process and outcomes of the MMHCD, revisions of the program population served metrics were discussed and adopted. The Misdemeanor Mental Health Court Docket (MMHCD) metrics since program start were produced by the Court Coordinator to Judge Mallia every month. The metrics collection started in June 2022 and have been used since then for reports to the Coordinating Council and the progress reports to Galveston County officials. An examination of the reporting methodology conducted during June 2025 and September 2025 showed that the original metrics were overestimating the size of the MMHCD caseload by about 45%. The examination triangulated the original metric with the caseload numbers that started being collected by the probation department since the adoption of their program case management system CSS. It also examined the metrics reported by the Misdemeanor Mental Health Public Defender Office (MMHPD) to the state Texas Indigent Defense Commission (TIDC). The original metrics was based on a count of the so-called "Green Flag" in the Odyssey Court Case Management System. A roundtable of all the MMHCD staff and Judge Mallia reviewed on September 17, 2025 this issue (as described in the project table below). For example, for June 2025 the original metric reported 369 defendants on the MMHCD compared to 226 reported by the probation department in their case management system and 159 in the MMHPD case management system. Therefore, starting in September 2025, the metrics reported for this program will be the metrics collected and reported by the probation department and the metrics reported by the MMHPD to the TIDC.

Activity DONE	Revision of Jail Capacity Metrics Reported in the CJTAC Monthly Report

The methodology to calculate the Galveston County jail capacity reported in the Criminal Justice Technology Advisory Committee (CJTAC) that started in May 2020 has been updated based on a review during the Coordinating Council meeting of October 31, 2025. The CJTAC number has been slightly higher than the official capacity number reported to the Texas Commission on Jail Standards (TCJS) because of the inclusion of capacity use for temporary or transition housing within the jail. Starting on November 1, 2025, the CJTAC report will use the numbers reported by the Galveston County Sheriff Office to the TCJS.

Activity DONE	Review Options to Implement Electronic Warrant Platform at Request of the Sheriff Office and Judiciary

During the **October 3, 2025 meeting of the Coordinating Council,** the council reviewed material related to CloudGavel Electronic Warrant Platform. This is an "app" that allows for the creation and approval of warrants electronically from any internet-enabled device, allows for tracking the status of all criminal warrants as they move through the justice process and it allows the search and sharing of all warrant data across jurisdictional boundaries. This platform is complaint with CJIS security protocols, and it claims to significantly speed up processing of warrants. According to material provided by CloudGavel an officer on the scene uses the app to generate a warrant, the electronic warrant is then securely sent to a judge for review and approval, and the judge reviews and electronically signs the warrant. The officer is notified of approval and prints and executes the warrant. According to material provided by the company, there were 72 jurisdictions in Texas utilizing the app as of 2025. That included the Sheriff Offices in Travis County, Bastrop County and local police departments.

Mel Villareal, Deputy Sheriff, requested a review by the Coordinating Council of this software. Misty Witmer, Chief Information Officer for Galveston County was asked by Dr. Fabelo to review CloudGavel and to determine what needs/requirements are needed to integrate the app into the Galveston Council information technology "ecosystem".

During the October 3, 2025 meeting, Judge Millo and Deputy Sheriff Villareal made their case for the utilization of the app. Misty Witmer, Galveston Chief Information Officer, reviewed the challenges of integrating this app to the Galveston information technology "ecosystem". Namely, the new Premier One Motorola jail management and dispatching system is pending implementation to replace the old OSSI jail system, and the court Odyssey case management system is pending Tyler Technologies Inc. release of their Cloud system as they would no longer support the Enterprise 2023 on premise update. The issue is not the potential utility of CloudGavel for Galveston but the ability to integrate that system any time soon. Dr. Fabelo stressed that the app gives the impression that it can be downloaded and it would work, like common phone apps, but the local supporting infrastructure and business process on who is connecting to the app and how the warrant processing is to take place need to be examined. He suggested that Ms. Witmer reviews these issues in more detail and report back during the October 17, 2025 meeting of the council.

During the **October 17, 2025 in-person meeting of the Coordinating Council,** Misty Witmer discussed a workplan identifying steps to evaluate, integrate and implement this application. The workplan did not have dates attached to each step as Ms. Witmer needed more time to develop those dates pending other projects in her department. When the workplan is completed with date it will be presented to the Coordinating Council.

Steps 1 and 2 is to do a preliminary assessment of the proposed app and review similar counties using the app to determine their integration experience. Step 3 included a review of procurement process issues. Step 4 is to determine the readiness to move forward with integration work and the steps following that include reviewing business protocols, integration and testing and then operationalize the app. The next report to the council will be on Steps 1 and 2, date to be decided based on the progress by IT/Enterprise Services staff.

Activity DONE	Review Options to Implement Electronic Warrant Platform at Request of the Sheriff Office and Judiciary (continued)

During the **February 6, 2026 Coordinating Council** meeting, Misty Witmer, Galveston County Chief Information Officer, reported that since the last discussion of this topic on October 17, 2025, IT received word in late January 2026 that Tyler Technologies purchased the CloudGavel product. Under Tyler Technologies the cost of the product has jumped from roughly $50-$70K/annually discussed previously to now $160,000 for year one and an estimated $120,000 annually thereafter (with a 5% increase, plus $15 per warrant over 8,000). This is a trend the IT has noticed before, meaning that when Tyler Technologies Inc buys something the price skyrockets. At the time of this meeting, Ms. Witmer reported no timeline on potential integration with Odyssey and that her team was researching other options. One of the options is another application called EWarrants by a company called ECourt. Ms. Witmer will report back during the February 20, 2026 meeting of the Coordinating Council.

During the **Coordinating Council meeting of February 20, 2026,** Dr. Fabelo, with the agreement of Misty Witmer, recommended to move forward to adopt the CloudGavel warrant processing application. Tyler Technologies now owns CloudGavel and the assumption is that Tyler Technologies will integrate CloudGavel in Odyssey. The assumption is also that once integrated, CloudGavel will be part of the Odyssey cloud update. Ms. Witmer reviewed on February 19 with the County Purchasing Agent the above recommendation and the Purchasing Agent stated that based on first year and on-going cost, IT will have to go through the RFP process and steps are in process at the time of this report to determine how to fulfill all the elements of the procurement process.

Judge Millo and Assistant District Attorney Kayla Allen made a presentation of their experiences with CloudGavel. Judge Robinson, Presiding Judge of the District Courts, recommended an extensive review of business practices involving county agencies and law enforcement agencies to make sure that a comprehensive electronic warrant processing system can serve all involved. This was reaffirmed by Chairman Holmes who said we needed to follow a methodical evaluation and one that meets procurement requirements in the county. Based on these recommendations the process started in that direction.

During the **Coordinating Council meeting of March 6, 2026,** Misty Witmer presented a report on the steps needed to meet procurement guidelines. During the **Coordinating Council meeting of March 20, 2026,** Misty Witmer presented a work plan delineating target dates for implementing the different steps in her March 6, 2026 report. At the time of this report, this process was moving forward, with Ms. Witmer reporting back to the Coordinating Council. Based on this document, Dr. Fabelo will develop a work plan to monitor progress.

This part of the review now moves to the specific plans related to the procurement process.

Activity DONE	Review of Information Technology (IT) – Review of Pressing Projects

During the **February 6, 2026** meeting, Misty Witmer, Galveston County Chief Information Officer, reported on the progress of IT projects in progress that have pressing issues to discuss due to the impact on the Galveston County IT policies and its users.

Judicial Public Portal: This is a portal managed by Tyler Technologies as part of their Galveston County platform. This portal is used by local attorneys and others to review/research defendants with pending cases. The company quit supporting this portal and leaving it in place will create major security vulnerabilities. The company has not provided an alternative and users would have to use the Research Texas statewide site. This requires access to the statewide database vs. just the local database. The IT Department is hoping that a new product by the company Justice Access may be available after all the required pending upgrades to the Odyssey platform. Ms. Witmer subsequently sent to the Coordinating Council the information available at the time on Justice Access. This is included as part of county's Enterprise Justice 2023 Cloud package (Odyssey replacement) that IT is in the process of implementing. The IT staff subsequently provided a demo of this application.

Odyssey Conversation to the Cloud: The Department of Enterprise Services is to formally recommend to users of the Odyssey platform that they go with Enterprise Justice 2023 SaaS (Software-as-a-Service) in the cloud rather than continue with our on-premises upgrade. That recommendation was shared with the users in Galveston County before the Coordinating Council meeting of February 6, 2026. The IT team has worked very hard to identify areas that need to be addressed by going to the cloud to ensure the system can still maintain integrations, reporting requirements, and so on. IT has a plan for all those areas identified. EJ2023 is the current supported platform in the cloud for Texas counties. The 2024 version will not be made available to Galveston County and development is already underway for 2025. The IT Department is being told by Tyler Technologies that moving to the cloud keeps Galveston County on the most current versions and gives the county the support that is not presently available on the existing on-prem version.

Ms. Witmer recommended moving to the iCloud starting immediately as waiting will double the work that the IT Department would have to do to manage this implementation. **Chairman Holmes asked the council if anybody opposed this recommendation and there was consensus to move forward with the proposal.**

A later addendum to the presentation of February 6, 2026, stated that IT has been working with Tyler Technologies to try to fine tune contracts and pricing. IT received everything back from Tyler Technologies and submitted for legal contract review followed by Commissioners Court approval. An additional funding request is required, and IT was aware this was going to happen. IT needs roughly an additional $180,000 to fund the first year and the company told IT that the implementation framework was approximately six months.

Activity DONE	Annual Review of Information Technology (IT) Projects Pending from Prior Years

During the **March 20, 2026 Coordinating Council** meeting, Misty Witmer, Galveston County Chief Information Officer, reported on the progress of IT projects in progress. The last comprehensive review by the council was on January 12, 2024.

OSSI: OSSI is the law enforcement record, dispatch, and jail management system and the new version will improve the functionality of the system. IT is targeting go-live for the PremierOne and Flex Jail systems toward first week of **June 2026**. This will replace the primary system, OSSI, used by the Sheriff's Office and members of the Galveston County public safety consortium. The department recently discovered this can also replace GuardOne, which is another smaller system used by the SO. IT is currently working with Galveston County consortium partners to put interlocal agreements in place for the shared use of the platform. At time of this report, IT is 90% complete and is testing end-to-end communications. Training is in process and will be on-going during the next few months.

Text Notification for People on Bond: The upgrade in the Odyssey system would provide new functionality to automatically send text notifications to defendants on bond regarding their court hearings. At the time of the January 12, 2024 council meeting, the IT Department reported that the text notification could not be implemented until the upgrade in the system took place. At the time of the March 20, 2026 meeting, the status is the same as the department is focusing on the Odyssey/EJ2023 issue.

Age of District Court Cases Tracking System: At the time of the January 12, 2024 council meeting, the IT Department reported that this report was pending the OSSI update due to the need to extract key metric related to time in jail. Prior to the March 20, 2026 council meeting, the CJTAC members indicated that this functionality is no longer needed. However, the IT Department, once the appropriate platforms are in place, will still work to provide this functionality. Once the functionality is established the judicial departments can decide on how to use it for administrative purposes. All this depends on an upgrade and it is unclear at this time the timeline for this.

Data Warehouse: At the time of the January 12, 2024 council meeting, the IT Department reported that a contract was signed by Commissioners Court in December 2023 for $47,000 for professional services to help set up the warehouse. The warehouse will extract data from the operational system to generate key reports. The process will extract data from the production system to the warehouse to allow for report generation and analysis that does not impact daily production. The warehouse will also lead to “cleaning” data for analysis. During the update to the council of March 20, 2026 the department stated that the data warehouse will probably shift with the implementation of both Motorola PremierOne and EJ2023. Database design will be significantly different from both OSSI and the current Odyssey systems. This is an area that will need to be addressed once these systems are in place.

Magistration Courtroom Upgrade: The Magistration Room have lost functionality, and this was identified in 2025 as a pending issue. During a previous review of the Magistrate Courtroom with Aaron Johnson, Margo Idhe, and members of the Court Administration, several areas for improvement were identified, including: (a) audio clarity between the courtroom, inmates, and remote judge: (b) video visibility for inmates in the holding area: (c) interpreter communication during hearings: (d) cable management and infrastructure organization; (d) replacement of aging audiovisual equipment; and (e) possible reconfiguration of the current furniture layout to improve staff workflow. During the March 20, 2026 council meeting, the discussion concentrated on the need to find temporary space to allow for the courtroom upgrades.

Activity DONE	Annual Review of Information Technology (IT) Projects – New Projects in Process

During the **April 10, 2026 Coordinating Council** meeting, Misty Witmer, Galveston County Chief Information Officer, reported on new projects approved since the last review. The last comprehensive review by the council was that of January 12, 2024.

Frequent Visitors to Justice Center: This is a program that the Sheriff's Office and Justice Center teams are implementing to begin on or around February 1. This program allows frequent visitors to the Justice Center, presumable primarily attorneys, to apply for streamlined access to the Justice Center when they visit. Their application goes through a background check, and they pay an annual fee for this service. The Facilities team has worked with the Sheriff's Office to set up the lobby with new equipment and configuration to accommodate this new initiative. At the time of this meeting, the Sheriff's Office is instituting manual capture, sign-up and renewal process. However, IT intends to put this into as an online process once IT has the nuisance abatement software implemented via OpenGov. They have an application module like what Galveston County IT looking for. The IT team has reviewed with OpenGov and believes it will work for the visitor program.

Off-Site Secondary Data Center: Last year the IT Department successfully stood up a second data center in Bryan TX. Previously Galveston County two data centers were only separated by a couple of miles, not giving Galveston County the failover and resilience needed. While IT has implemented most of the infrastructure and network changes necessary for a failover, the department still is working in interconnecting the Bryan Data Center and the League City Data Center with a provider other than Comcast, should Comcast have a significant outage.

Multi-Factor Authentication: Implementation of multi-factor authentication for critical hardware and application systems is in process of implementation.

Security Governance: IT Department is working with a third party through a grant to finally set in motion Galveston County security governance that becomes the adopted information security policy. These policies will set standards for security-related systems and user behaviors, further protecting employees and data resources. These policies and standards follow industry-adopted guidelines such as those through NIST (National Institute of Standards and Technology) and CISA (Cybersecurity and Infrastructure Security Agency). In addition, the vendor is assisting IT in tightening up Galveston IT disaster recovery plan, business continuity plan, and the incident response playbooks such as ransomware/malware and unauthorized data access.

Artificial Intelligence Application: IT Department is working on a proof-of-concept/pilot project of Microsoft Co-pilot. This is an AI platform in a more secure, Galveston County-specific environment within the county's Microsoft 365 tenant. It uses a version of a ChatGPT engine to basically be an agent or assistant to your work. The IT Department is in the very "infant stages" and is still developing our AI policy as part of our security governance.

Records Management: The IT Department hired a records administrator, who is going to assist the county in establishing records governance while making sure that Galveston County is aligned with TSLAC requirements. In addition, the records administrator will be looking at the security and storage of our existing and future physical records to help establish standards. This includes evaluating/implementing a formal electronic application to digitize and index records.

Activity DONE	Annual Review of Information Technology (IT) Projects – New Projects in Process (continued)

OpenGov Nuisance Abatement: Nuisance Abatement Division is under the Sheriff's Office. The goal in nuisance abatement to assists in crime reduction and neighborhood safety. Formerly, the tasks of recording this information were manual, but the IT Department is implementing software approved as part of the FY26 budget to assist the Sheriff's Office in these efforts.

OCA PSRS: Article 17.021, adopted as part of the SB 9 in the 2025 Texas Legislature stated, that the "public safety report system must be configured to allow a county or municipality to integrate the jail records management system and case management systems used by the county with the public safety report system." This was effective January 1, 2026. At the time of this update, Tyler Technologies Inc. was responsible to make the necessary changes to allow for the system integration and this was in process.

Activity DONE	Abolition of the County and Judicial Technology Advisory Committee (CJTAC)

During the **February 20, 2026 Coordinating Council** meetings, Dr. Fabelo with the agreement of Misty Witmer, Galveston County Chief Information Officer, recommended the abolition of CJTAC. This committee was the reconfiguration of the project first committee called the Data and IT Committee that was under the direction of Aaron Johnson at the time.

The CJTAC was created in March 2023. During the **March 31, 2023 meeting on the Coordinating Council,** Misty Witmer, Chief Information Officers for Galveston County, reviewed the goals for redesigning the present Data and IT Committee into a committee of agency and judicial representatives that is more targeted to provide information technology tools to the county and judicial agencies. The Data and IT Committee fulfilled its original function of creating statistical reporting metrics for all key aspects of the Galveston County jail, pretrial and judicial system. The County and Judicial Technology Advisory Committee (CJTAC) was designed to assist Ms. Witmer in identifying areas to develop new information technology tools to assist the agencies.

The creation of the Department of Enterprise Services now provides a great resource to develop and test new information technology tools. Moreover, recently, participation and interest in the CJTAC have diminished.

Ms. Witmer now will shift to reporting to the Coordinating Council every other meeting and, based on that report, the assistance on interagency information technology will be determine and guided by the council.

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V. Appendices

Appendix 1: Worktable Jail Population Review and Capacity Variance Process, January 28, 2025

Task	Description of Task	Agency Persons Responsible	Implementation Date	Status
1	**Overview of Felony Indictment Process**	DA Roady	February 7, 2025 CC Meeting	
Note	Data from the monthly metrics report of the Coordinating Council shows that on average, for calendar 2024, about 33% of the population in jail are defendants still in custody not indicted (341 in December 2024). The average number of days from arrest to indictment for the same period was 82 days. We need to understand if there are protocols that can be instituted to reduce this population in jail.			
2	**Review of Time to Get Inmate "Paper Ready" for Transfer to TDCJ or State Jail**	Captain Cagnon, GCSO with Aaron Johnson, PBO Director	February 21, 2025 CC Meeting	
Note	Data from the TCJS shows the Galveston jail had no inmate awaiting transfer to TDCJ over the 45 days threshold. However, a statistical table produced by the GCSO on January 24 showed "convicted felons to TDC" total of 64 of which 54 had been in jail more than 71 days. We need to understand better this number. Is this counting the time it takes to get papers ready? If so, how long does it take to have papers ready?			
3	**Review of What is Include in "HELD" Population Statistics Reported by the GCSO**	Captain Cagnon, GCSO with Aaron Johnson, PBO Director	February 21, 2025 CC Meeting	
Note	Data from the GCSO of January 24 shows 755 inmates under the "HELD" label but we do not know what population is included here. About 53% of this population is shown as being in jail more that 71 days. We need to understand better who is in this category, particularly those serving longer that 71 days.			
4	**Review of State Administrative Code Regarding the Issuance of Capacity Variances to House More Inmate in County Jails**	Dr. Fabelo	February 21, 2025	

Appendix 2: Sheriff Mental Health Support for Community Crisis and GCC, Original Coordinating Council February 5, 2025 and Update for Coordinating Council on April 11, 2025

Task	Description of Task	Agency Persons Responsible	Implementation Date	Status
1	Instructions to Gulf Coast Center (GCC) Crisis Line & Staff Regarding When to Call Police vs Sheriff for Assistance with Mental Health Crisis Meeting the Texas Health & Safety Code 573 Criteria	Sgt Rhett DeMunbrun, Galveston County SO; Jerry Freshour, GCC	01-09-25	Completed
2	Plan Sheriff Support for Crisis at GCC Meeting the Texas Health & Safety Code 573 Criteria (EDOs & Transports)	Sgt Rhett DeMunbrun, Galveston County SO; Jerry Freshour, GCC	01-09-25	Completed
3	Plan for Sheriff Support for Community Crisis in Small Cities with Limited Police Capacity (EDOs & Transports)	Sgt Rhett DeMunbrun, Galveston County SO; Jerry Freshour, GCC	01-09-25	Completed
4	Plan for Clear Creek ISD School Crisis Meeting Texas H&S Code 573 Criteria to be Addressed by School Based Law Enforcement & GCC Youth Crisis Team	Sgt. Rhett DeMunbrun, Galveston County SO; Jerry Freshour, GCC	01-09-25	Completed
5	Sheriff & GCC MOU for Assisted Outpatient Treatment (AOT) for Improved Public Safety (Texas Health & Safety Code 574)	Captain Thomas Maffei & Sgt. Rhett DeMunbrun Galveston County SO; Jerry Freshour, GCC	02-14-25	Completed
6	Sheriff's Office Request for GCC-County Written Agreements & Health & Safety Code Regarding SO Mental Health Obligations	Captain Thomas Maffei & Sgt. Rhett DeMunbrun Galveston County SO; Jerry Freshour, GCC	03-3-25	Completed
7	Sheriff-GCC MOU for Jail Reentry Program Funded by the US Department Justice	Jerry Freshour, GCC to Sheriff Staff for Review and Signature	3-5-2025	Completed
8	Sheriff Trainings for Police Departments on Texas Health & Safety Code 573 EDO & Transport Responsibilities & Processes	Captain Thomas Maffei, Sgt. Rhett DeMunbrun, Galveston County SO	May 22 and 23, 2025	Completed
9	Discussion on Galveston County Sheriff Deputy Access to GCC Virtual Clinicians	Captain Thomas Maffei & Sgt. Rhett DeMunbrun Galveston County SO; Jerry Freshour, GCC	Funding and Meadows TA in Process Separate Workplan Pending	In Process
10	Sheriff & GCC Planning for Galveston County Wellness Center Utilization for Crisis & Jail Diversion for SO & Supports	Sheriff Jimmy Fullen; Chairman Holmes as GCC Board Member Felicia Jeffery, GCC; Jerry Freshour GCC	August 2025 Separate Workplan Pending	In Process
11	County Jail Space for GCC Forensic Program Manager	Sheriff Jimmy Fullen; Chairman Holmes as GCC Board Member, Jerry Freshour GCC	Needed as Soon as Possible	In Process

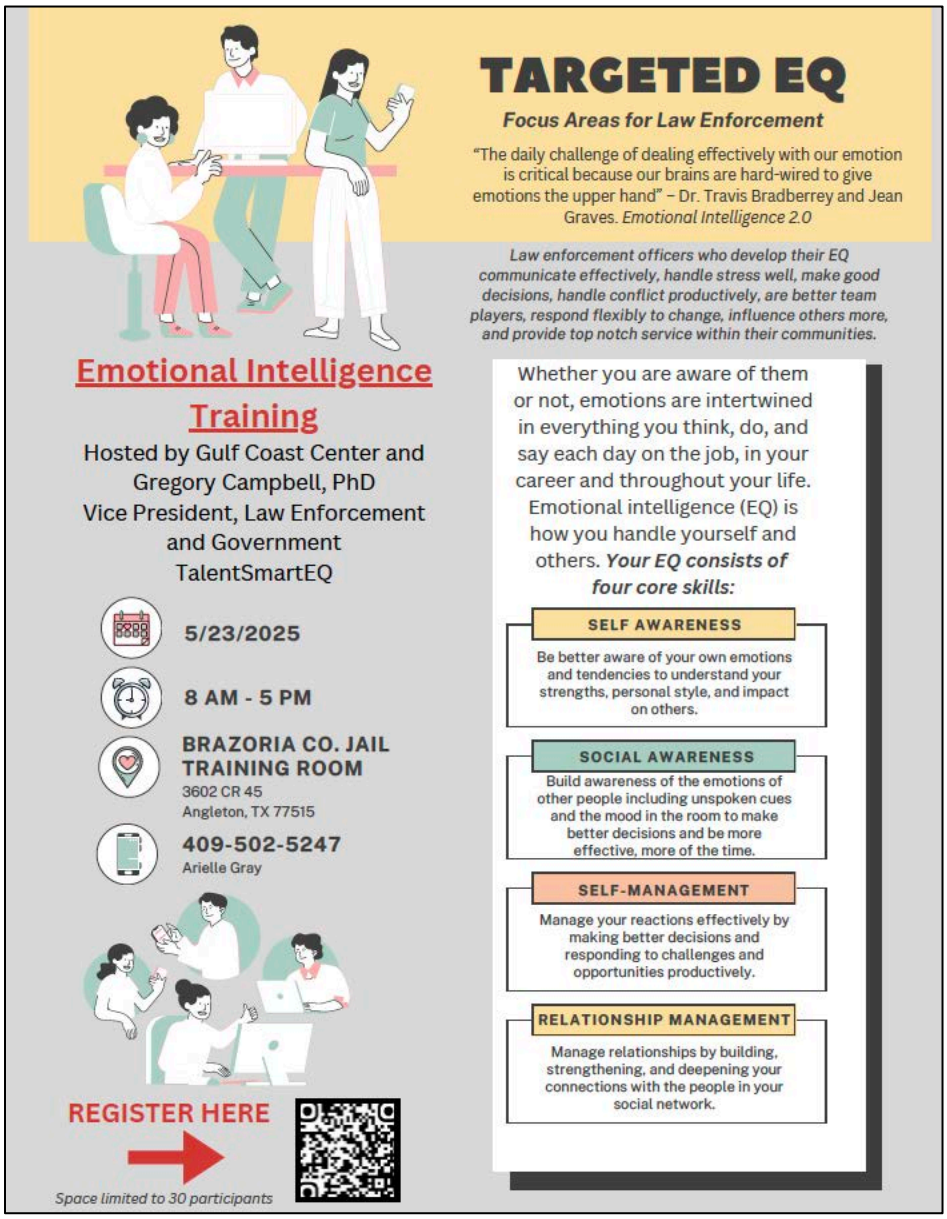
Appendix 3: Galveston County Jail Reentry Program Worktable Presented Initially to the Coordinating Council on April 25, 2025 and Updated for the Coordinating Council Meeting of September 19, 2025

Task	Description of Task	Agency Persons Responsible	Implementation Date	Status
1	Continuity of Care Coordination for GCC clients booking to Galveston County Jail	Sheriff Henry Trochesset, GCSO; GCJ Medical Provider; Christy Dobbs Perez, GCC	November 2016	Complete
2	TLETs & State Mental Health Database Cross Reference Report for Early Identification of MI and/or IDD Bookings to County Jail	Sheriff Henry Trochesset, GCSO; Christy Dobbs Perez, GCC	November 2016	Complete
3	GCC Registrations at the Galveston County Jail for Mental Health and SUD Services	Sheriff Henry Trochesset, GCSO; Christy Dobbs Perez, GCC	May 2020	Complete
4	Misdemeanor Bookings with MI History Sorted to Galveston County Misdemeanor Mental Health Docket for CCP 17.032 Mental Health Bonds	Christy Dobbs Perez, GCC; Judge Wayne Mallia, Jay Wooten, MH Public Defender	October 2021	Complete
5	GCC Access to Galveston County Jail Psychiatric Records to Facilitate GCC Intakes and Continuity of Care	Sheriff Henry Trochesset; Christy Dobbs Perez, GCC	June 2022	Complete
6	GCC Coordination of Continuity of Care Psychiatric Medications for Jail Releases to GCC Aftercare	GCJ Medical Provider; Christy Dobbs Perez, GCC	May 2020	Complete
7	Coordination Between Galveston County Jail and GCC Forensic Team for Inmate Release Plans	Captain Jennifer Cagnon or designee, GCSO; GCJ Medical; Christy Dobbs Perez, GCC	January 1, 2025	Complete
8	Coordination of Transport of Individuals from Jail to Psychiatric Hospitals under Order of Protective Custody from Probate Court to Warrants	Captain Jennifer Cagnon or designee, GCSO; Christy Dobbs Perez, GCC	January 1, 2025	Complete
9	Sheriff & GCC MOU for the Galveston County Jail Re-Entry Program, Required by Bureau of Justice Administration for Release of Second Chance Act Grant Funding for the Jail Reentry Team	Sheriff Jimmy Fullen; Jerry Freshour, GCC	March 5, 2025	Complete
10	BJA Budget Approval for Galveston Co Jail Reentry Program	Jerry Freshour, GCC	March 6, 2025	Complete
11	GCC Receives 10% of the Grant Funding to Begin Planning with Technical Assistance from BJA Contracted Council State Governments	Jerry Freshour, GCC; Christy Dobbs-Perez, GCC	March 10, 2025	Complete
12 a	GCC Completes BJA Required Planning Guide Demonstrating Readiness	Christy Dobbs-Perez, GCC	June 2025	Summited August 11, 2025
12 b	Approval from BJA to Move Forward with Funding to Start Program	Christy Dobbs-Perez, GCC	September 2025	Funds Approved September 10, 2025
13	Post Staff Hiring Positions and Begin Hiring Process	Christy Dobbs-Perez, GCC	Unknown – After BJA Approval	Pending
13 a	Hiring – Clinician	Christy Dobbs-Perez, GCC	After BJA	Pending

C

Task	Description of Task	Agency Persons Responsible	Implementation Date	Status
13 b	Hiring – Case Manager	Christy Dobbs-Perez, GCC	After BJA	Pending
13 c	Hiring – Case Manager 2	Christy Dobbs-Perez, GCC	After BJA	Pending
13 d	Hiring – Peer Support Specialist	Christy Dobbs-Perez, GCC	After BJA	Pending
14	Review and acquire space at jail and space at community centers	Chairman Holmes as GCC Board; Jerry Freshour, GCC; Christy Dobbs-Perez, GCC	Pending Review	Pending
15	Program Start Date – Hire Staff and Other Protocols in Place	Jerry Freshour, GCC; Christy Dobbs-Perez, GCC	Unknown – After BJA Approval	Pending
16	Access to Galveston County Jail IT Systems for New GCC Re-Entry Staff	Galveston County IT Director Misty Witmer; Christy Dobbs Perez, GCC	Unknown – As Staff On-Boarded	Pending
18	Integration of Program Relevant Component with MH Wellness Center Planning and Worktable Part of the Wellness Center Worktable Pending	Chairman Holmes as GCC Board; Jerry Freshour, GCC; Christy Dobbs-Perez, GCC	August 2025	Pending
19	Performance Measure Collection and Report	Christy Dobbs-Perez, GCC	After Program Start	Pending
20	MH Docket Jail Reentry Part II Study of Connection Treatment After Program Start and Enough Cases Track	Christy Dobbs-Perez, GCC	After Program Start	Pending
21	Develop Funding Sustainability Plan Assuming that Data Analysis Show Effectiveness	Chairman Holmes as GCC Board; Jerry Freshour, GCC; Christy Dobbs-Perez, GCC	After Program Start	Pending
22	Program Funding Ending	Assuming Start of August 2025	August 2028	Pending

Appendix 4: Emotional Intelligence Training for Galveston and Brazoria Law Enforcement by GCC May 23 and May 24, 2025

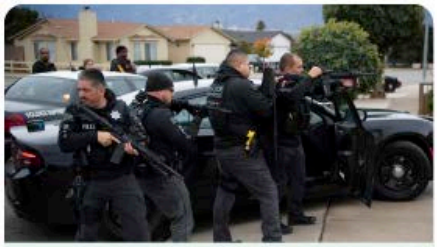


TalentSmartEQ

PROGRAM FACT SHEET

This program has one focus...to increase your effectiveness through EQ.

TalentSmart's Developing EQ™ in Policing will take you far beyond knowing what EQ is and how you score on your first EQ test. In this in-person or virtually led session, you'll discover the 66 strategies you can use right away to take your EQ to new heights. Begin your EQ journey toward handling yourself in times of stress and dealing with others skillfully. Reap all the rewards that being emotionally intelligent will bring you.



What You Will Do

- Discover what EQ is and why it matters in law enforcement.
- Broaden your awareness of the role of emotions as a law enforcement professional and within your community.
- Explore the four EQ skills in action: Self-Awareness, Self-Management, Social Awareness, and Relationship Management.
- Discuss real world examples and experiences, what works, what doesn't, and what to do next time.
- From the Emotional Intelligence Appraisal® – Self Edition assessment results, understand your current level of emotional intelligence (strengths and weaknesses) and where to focus your development.

Benefits of taking the Emotional Intelligence Appraisal®

- Comprehensive EQ scores, analysis and recommended strategies are based upon the participant's unique score profile and are designed to bridge the learning-doing gap.
- Your lowest EQ behaviors and your top three EQ strengths, along with strategies to maximize development.
- A scheduled retest comes with a full change-score report and recommended strategies based on new results.

Appendix 5: Update of Wellness Center Construction Presented to the Coordinating Council on May 9, 2025 and July 11, 2025

Turner & Townsend Heery

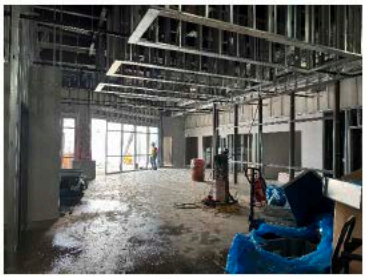
Galveston County Mental Health Wellness Center

Week Ending April 25, 2025

Mock wall approved by architect

Building generator installed

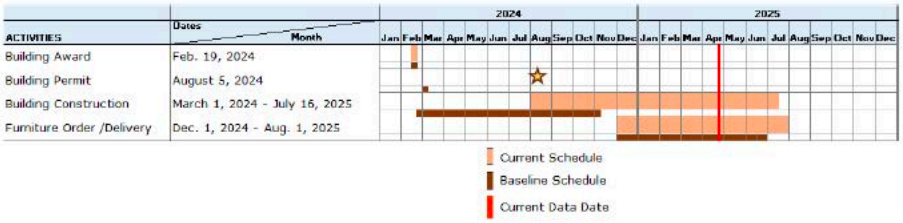
Courtyard



Social area of EOU looking out to Courtyard

Electrical panels being installed

Pictures taken: April 2025

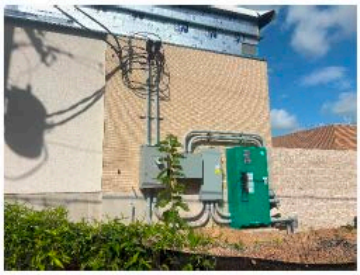


Galveston County Mental Health Wellness Center

Week Ending July 4, 2025

Entry from parking lot

Doors have been installed

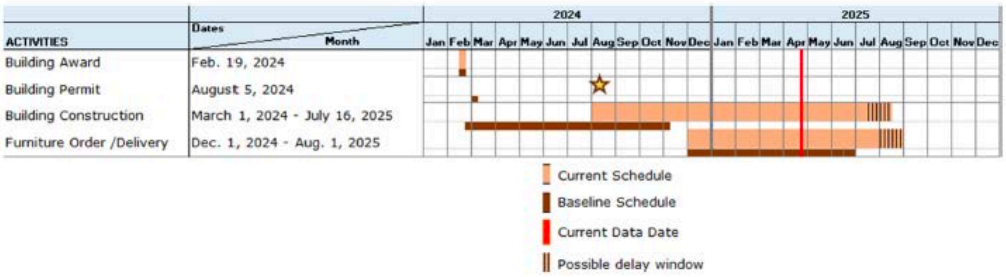


Permanent power now on

Ceiling grids and light fixtures being installed

Security & network cabling being installed

Pictures taken: July 3, 2025



Appendix 6: Letter of May 21, 2025 from Brandon S. Wood, Director, Texas Commission on Jail Standards to Sheriff Jimmy Fullen Rescinding Notice of Non-Compliance of December 17, 2025

TEXAS COMMISSION ON JAIL STANDARDS

EXECUTIVE DIRECTOR
Brandon S. Wood

P.O. Box 12985
Austin, Texas 78711
Voice: (512) 463-5505
Fax: (512) 463-3185
http://www.tcjs.state.tx.us
info@tcjs.state.tx.us

May 21, 2025

Sheriff Jimmy Fullen
Galveston County Sheriff's Office
601 54th St. Ste 2100
Galveston, Texas 77550

Sheriff Jimmy Fullen,

A notice of non-compliance issued on December 17, 2024, has been rescinded, and you will no longer be subject to enhanced enforcement under Texas Administrative Code Title 37 Part 9 Chapter 297 Rule §297.9.

Documentation initially received after a custodial death indicated medication had not been administered as prescribed. A request for clarification from medical personnel at the time of the custodial death review revealed it was unclear/unknown why medication was not administered.

After the issuance of the notice of non-compliance, documentation was provided by medical personnel which documented that the medications in question were discontinued, and new medications were ordered.

This correspondence serves as notification that the notice of non-compliance for the Special Inspection as well as the enhanced enforcement has been rescinded. However, please provide a documented review of current policies and procedures regarding ordering medications to ensure that physicians' orders are being followed and that medications are received and distributed without delay. Notify this agency of any changes made after this review and ensure all appropriate jail medical personnel receive documented training.

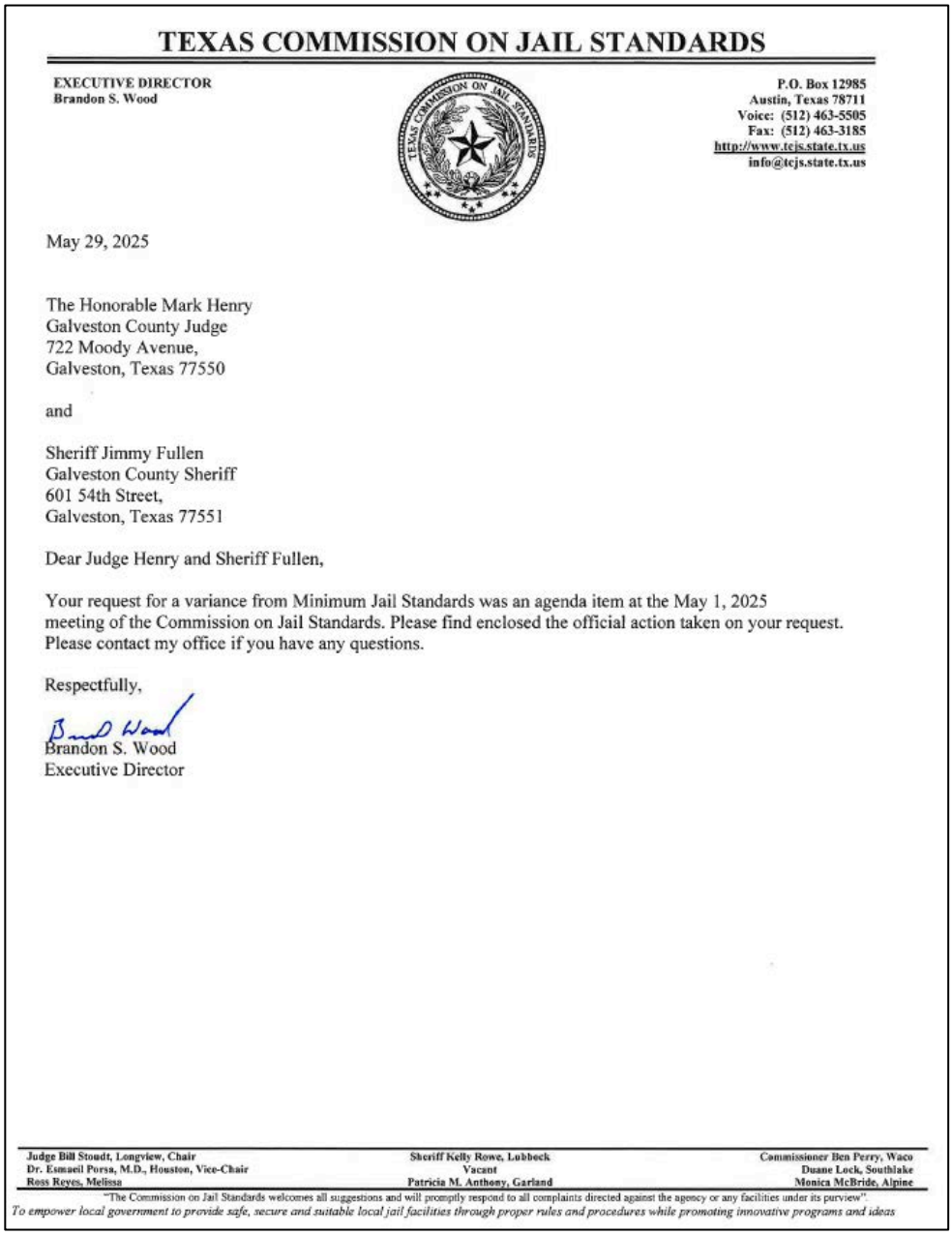
If you have any questions, please contact my office.

Respectfully,

Brandon S. Wood
Executive Director

Cc: Honorable Mark Henry, Galveston County Judge

Appendix 7: Letter of May 29, 2025 from Brandon S. Wood, Director, Texas Commission on Jail Standards to County Judge Henry and Sheriff Jimmy Fullen Approving Request to Add Internal Jail Capacity Based on Variance Approval



TEXAS COMMISSION ON JAIL STANDARDS

EXECUTIVE DIRECTOR
Brandon S. Wood

P.O. Box 12985
Austin, Texas 78711
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Fax: (512) 463-3185
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info@tcjs.state.tx.us

May 29, 2025

The Honorable Mark Henry
Galveston County Judge
722 Moody Avenue,
Galveston, Texas 77550

and

Sheriff Jimmy Fullen
Galveston County Sheriff
601 54th Street,
Galveston, Texas 77551

Dear Judge Henry and Sheriff Fullen,

Your request for a variance from Minimum Jail Standards was an agenda item at the May 1, 2025 meeting of the Commission on Jail Standards. Please find enclosed the official action taken on your request. Please contact my office if you have any questions.

Respectfully,

Brandon S. Wood
Executive Director

Judge Bill Stoudt, Longview, Chair
Dr. Esmaeil Porsa, M.D., Houston, Vice-Chair
Ross Reyes, Melissa
Sheriff Kelly Rowe, Lubbock
Vacant
Patricia M. Anthony, Garland
Commissioner Ben Perry, Waco
Duane Lock, Southlake
Monica McBride, Alpine

"The Commission on Jail Standards welcomes all suggestions and will promptly respond to all complaints directed against the agency or any facilities under its purview".
To empower local government to provide safe, secure and suitable local jail facilities through proper rules and procedures while promoting innovative programs and ideas

GALVESTON COUNTY

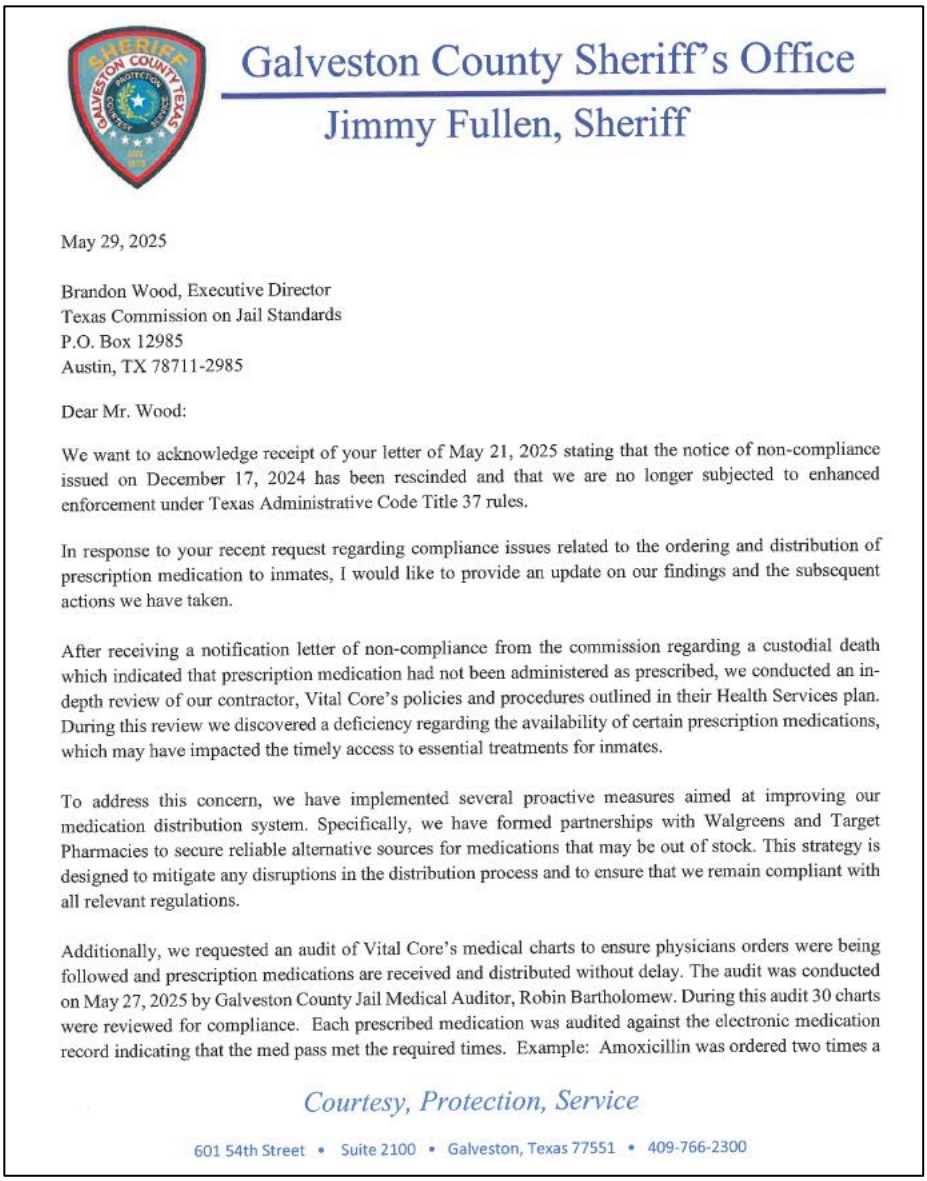
Section: 259.143(b)(c) FURNISHINGS FOR INMATE HOUSING AREAS

Commission Action:

Approved. A motion was made and seconded to allow Galveston County to replace 12 single beds with 12 double bunks in housing units K-100 and K-200, increasing the total capacity for each unit from 24 to 36, and to add, three double bunks in dormitories F-100 and I-300, making the total capacity for each dormitory 56. The total number of variance beds is 36. Adding these additional beds will exceed the requirement ratio of the 1:8 toilets and lavatories by two in housing units K-100 and K-200 and one toilet and lavatory in housing units F-100 and I-300. The additional beds will also exceed the requirement ratio of the 1:12 shower ratio by one shower in all four requested housing units, K-100, K-200, F-100, and I-300. The variance was approved for a 12-month period contingent upon resolved background issues, until the May 2026 Commission Meeting.

Brandon S. Wood May 29, 2025
Brandon S. Wood, Executive Director

Appendix 8: Letter of May 29, 2025 from Sheriff Jimmy Fullen to Brandon Wood, Director, Texas Commission on Jail Standards, with Requested Corrective Action Plan



Galveston County Sheriff's Office

Jimmy Fullen, Sheriff

May 29, 2025

Brandon Wood, Executive Director
Texas Commission on Jail Standards
P.O. Box 12985
Austin, TX 78711-2985

Dear Mr. Wood:

We want to acknowledge receipt of your letter of May 21, 2025 stating that the notice of non-compliance issued on December 17, 2024 has been rescinded and that we are no longer subjected to enhanced enforcement under Texas Administrative Code Title 37 rules.

In response to your recent request regarding compliance issues related to the ordering and distribution of prescription medication to inmates, I would like to provide an update on our findings and the subsequent actions we have taken.

After receiving a notification letter of non-compliance from the commission regarding a custodial death which indicated that prescription medication had not been administered as prescribed, we conducted an in-depth review of our contractor, Vital Core's policies and procedures outlined in their Health Services plan. During this review we discovered a deficiency regarding the availability of certain prescription medications, which may have impacted the timely access to essential treatments for inmates.

To address this concern, we have implemented several proactive measures aimed at improving our medication distribution system. Specifically, we have formed partnerships with Walgreens and Target Pharmacies to secure reliable alternative sources for medications that may be out of stock. This strategy is designed to mitigate any disruptions in the distribution process and to ensure that we remain compliant with all relevant regulations.

Additionally, we requested an audit of Vital Core's medical charts to ensure physicians orders were being followed and prescription medications are received and distributed without delay. The audit was conducted on May 27, 2025 by Galveston County Jail Medical Auditor, Robin Bartholomew. During this audit 30 charts were reviewed for compliance. Each prescribed medication was audited against the electronic medication record indicating that the med pass met the required times. Example: Amoxicillin was ordered two times a

Courtesy, Protection, Service

601 54th Street • Suite 2100 • Galveston, Texas 77551 • 409-766-2300

L

day. Each med pass was documented that the inmate either received, refused or did not go to the cart. I have attached a copy of her audit.

We are currently working on changing medical vendors to UTMB (University of Texas Medical Branch) with a projected date of August 1, 2025. With UTMB being the medical provider for TDCJ, we feel this will further tighten the procedures.

We appreciate your understanding as we continue to enhance our processes and remain committed to the health and welfare of the inmates in our care. If you need any further information or documentation regarding our initiatives, please feel free to reach out.

We will be moving forward to add the additional internal capacity per our capacity variance request approved by the commission on May 1, 2025, as we received your approval letter today. This will greatly help us face the potential increase in the demand for jail space during the summer.

Sincerely,

Sheriff Jimmy Fullen
Galveston County Sheriff

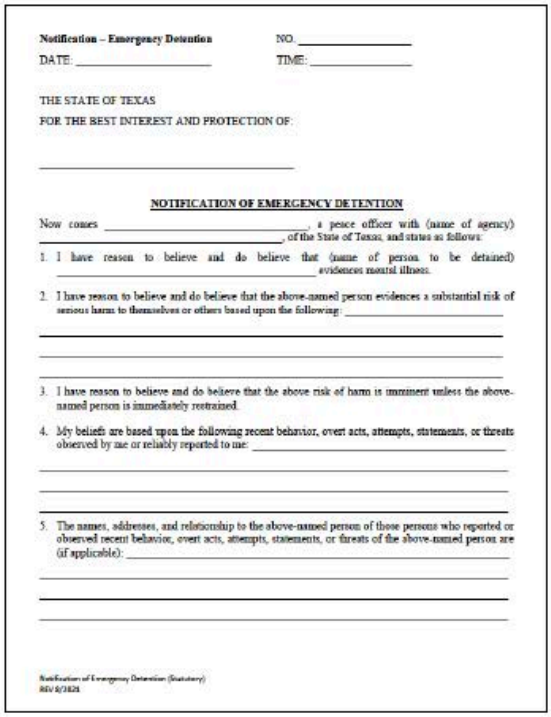
M

Appendix 9: Report to Coordinating Council May 30, 2025 Meeting Regarding Process for Detention Warrants and Legislation Authorizing Electronic Requests

Detention Warrants for Persons Experiencing Mental Health Crisis – Overview of Process and Areas in Need of Electronic Transmission Capabilities
Report to Coordinating Council, May 30, 2025

I. Police detain a person exhibiting mental health crisis and if the "person is in substantial risk of serious harm" using their **Emergency Apprehension by Peace Officer Without a Warrant (APOWW)** legal authority – officer transport to appropriate facility

Peace Officer file a Notification of Detention with a facility - person may be detained 48 hours



Notification – Emergency Detention NO. _____
DATE: _____ TIME: _____

THE STATE OF TEXAS
FOR THE BEST INTEREST AND PROTECTION OF:

_____

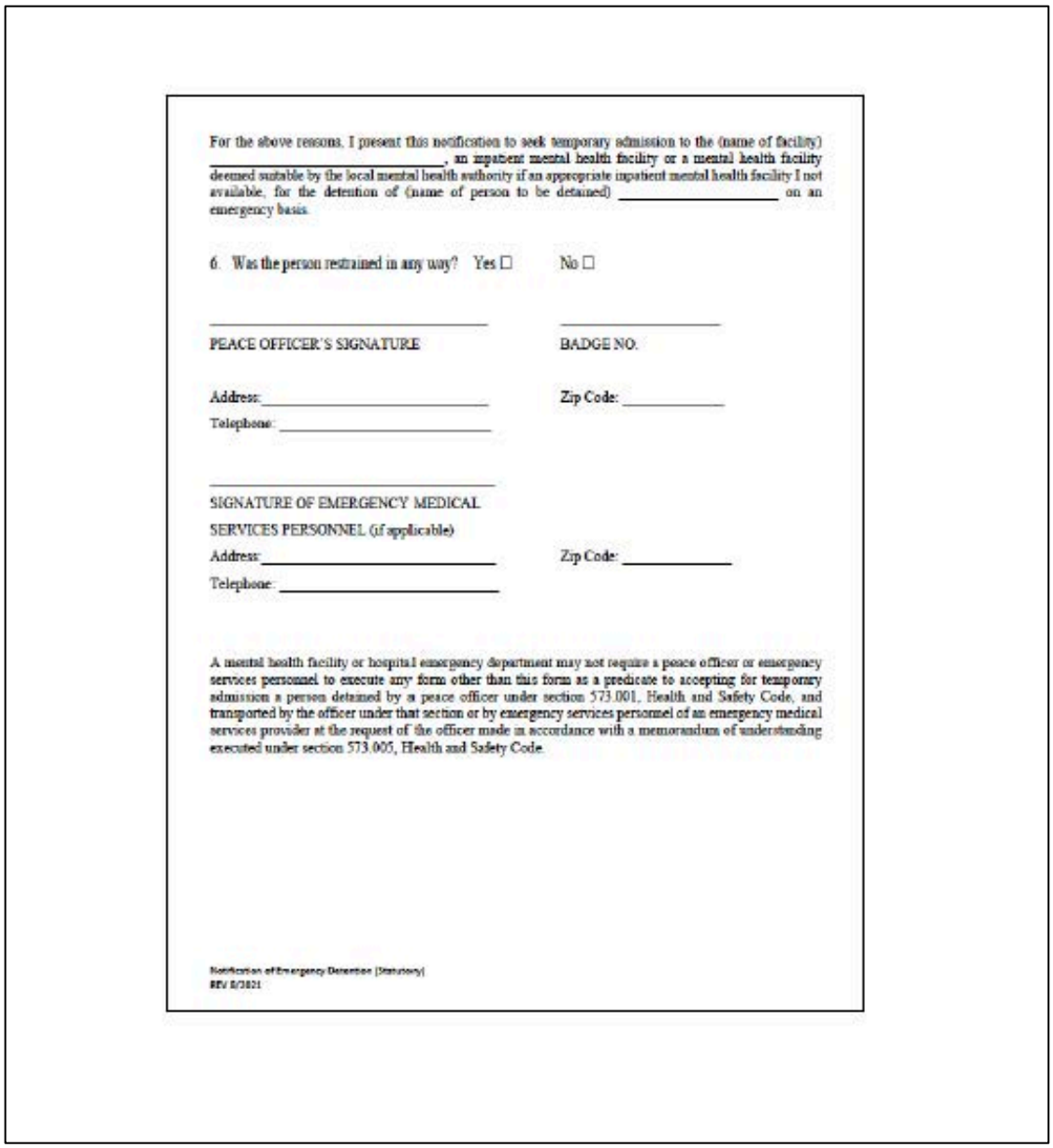
NOTIFICATION OF EMERGENCY DETENTION

Now comes _____, a peace officer with (name of agency) _____, of the State of Texas, and states as follows:

1. I have reason to believe and do believe that (name of person to be detained) _____ evidences mental illness.
2. I have reason to believe and do believe that the above-named person evidences a substantial risk of serious harm to themselves or others based upon the following: _____
3. I have reason to believe and do believe that the above risk of harm is imminent unless the above-named person is immediately restrained.
4. My beliefs are based upon the following recent behavior, overt acts, attempts, statements, or threats observed by me or reliably reported to me: _____
5. The names, addresses, and relationship to the above-named person of those persons who reported or observed recent behavior, overt acts, attempts, statements, or threats of the above-named person are (if applicable): _____

Notification of Emergency Detention (Statutory)
Rev 8/2020

1



For the above reasons, I present this notification to seek temporary admission to the (name of facility) _____, an inpatient mental health facility or a mental health facility deemed suitable by the local mental health authority if an appropriate inpatient mental health facility I not available, for the detention of (name of person to be detained) _____ on an emergency basis.

6. Was the person restrained in any way? Yes ☐ No ☐

_____ _____

PEACE OFFICER'S SIGNATURE BADGE NO.

Address:_____ Zip Code: _____

Telephone: _____

_____

SIGNATURE OF EMERGENCY MEDICAL

SERVICES PERSONNEL (if applicable)

Address:_____ Zip Code: _____

Telephone: _____

A mental health facility or hospital emergency department may not require a peace officer or emergency services personnel to execute any form other than this form as a predicate to accepting for temporary admission a person detained by a peace officer under section 573.001, Health and Safety Code, and transported by the officer under that section or by emergency services personnel of an emergency medical services provider at the request of the officer made in accordance with a memorandum of understanding executed under section 573.005, Health and Safety Code.

Notification of Emergency Detention (Statutory)
REV 8/2021

II. Emergency facility needs to transfer person under their care to a mental health facility

Needs to file with the Probate Court or JP acting as a magistrate **Application for Transfer Warrant**

III. JP then need to sign **Transfer Warrant Order**

Law enforcement can transport from emergency facility to mental health facility using APOWW authority - 48 hours

Need JPs on call for 24 hours access for Application for Transfer Warrant

O

NO. _____

THE STATE OF TEXAS FOR THE BEST INTEREST AND PROTECTION OF	§ § § § §	IN THE JUSTICE COURT BRAZORIA COUNTY, TEXAS PRECINCT ___, PLACE ___
_____		

APPLICATION FOR TRANSFER WARRANT ORDER

Now comes Applicant and states the following:

I. Applicant Information

Name: _____

Title/Occupation: _____

Employer/Hospital Facility: _____

Hospital Facility Address and Phone Number: _____

_____

II. Patient Information

Patient Name: _____

Date of Birth: _____

Current Location: _____

Original Admission Date and Time: _____

Proposed Mental Health Facility: _____

_____

Proposed Mental Health Facility Contact Name and Phone Number: _____

_____

III. Relief Requested

This Patient has been accepted into our Hospital Facility for a preliminary examination based on a peace officer notification of detention, as allowed by Texas Health and Safety Code Section 573.021. A copy of the notification is attached to this Application. _____ **(required, must initial)** The Patient requires transfer to an appropriate mental health hospital, as allowed

by Texas Health and Safety Code Section 573.022(c). Applicant verifies that the above-identified Mental Health Facility has agreed to receive the Patient.

WHEREFORE, Applicant requests that this Court issue an Order authorizing the Brazoria County Sheriff's Office to transport the Patient from the above identified Hospital Facility where the Patient is currently located to above identified Mental Health Facility for the purpose of emergency detention under Texas Health and Safety Code chapter 573.

DATED the _____ day of _____ 20___.

_____
Applicant

Subscribed and sworn to before me by the above named Applicant this the _____ day of _____, 20___.

_____
Notary Public in and for
The State of Texas

NO. _____

THE STATE OF TEXAS FOR THE BEST INTEREST AND PROTECTION OF	§ § § § §	IN THE JUSTICE COURT BRAZORIA COUNTY, TEXAS PRECINCT ____, PLACE ____
_____		

TRANSFER WARRANT ORDER

On this, the _____ day of _____, 20___, came to be considered the request for transfer of _____ (hereinafter called the "Patient").

The Court finds that the Patient is presently being held under a peace officer's notification of detention issued pursuant to Texas Health and Safety Code chapter 573 at the following location (the "Hospital Facility"):

_____ located in _____ County.

The Court further finds that it is for the best interest and protection of the Patient to have his/her custody and detention transferred from the above named Hospital Facility to this receiving location (the "Mental Health Facility"):

_____, located in _____ County.

It is therefore ordered, adjudged, and decreed that the Brazoria County Sheriff's Office or any peace officer in the State of Texas take possession of the Patient from the Hospital Facility and transport the Patient to the Mental Health Facility, which shall continue the detention of the Patient pursuant to and in accordance with the notification of detention filed with the Hospital Facility. All Parties are advised that the issuance of this Order does not extend deadlines under Texas Health and Safety Code chapter 573.

HEREIN FAIL NOT, but of this Order make due return to said Court showing how you have executed the same.

GIVEN UNDER MY HAND this _____day of_____, 20_____.

_____
JUDGE PRESIDING / MAGISTRATE

R

OFFICER'S RETURN

Received the _____day of _____, 20____, at _____ o'clock ___M. and executed by taking into custody patient named _____ and transporting patient to _____ for admission to the facility at the following address _____, on this the _____ day of _____, 20__, at ____ o'clock __M. in the County of _____, in the State of Texas.

RETURNED: _____

Peace Officer
Brazoria County Sheriff's Office

ACCEPTANCE OF PATIENT

Received at _____, this the ____day of _____, 20_____ the Patient described in the above Transfer Warrant Order together with the following personal property, if any, belonging to said Patient:

_____
_____
_____
_____
_____. A copy of this order should be placed in the Patient's file.

_____
Receiving Mental Health Facility Administrator

_____
Printed Name and Title

_____
Business Phone

S

IV. Probate Judge ask to sign **Order of Protective Custody**

Issued by a judge in order for a facility to continue to hold a patient in a mental health facility pending a hearing on the application for court ordered mental health services (Civil Commitment)

Cause No. _____

The State of Texas for the	§	**In the _____ Court**
	§	
Best Interest and Protection of	§	
	§	**_____County,**
_____	§	**Texas**
(List the initials of the person you want to protect.)	§	
	§	

Motion for Protective Custody
(Sec. 574.021, Texas Health and Safety Code)
(To be completed by a county or district attorney.)

1. An application for court-ordered mental health services ("Application") was filed in the Court and is still pending.

2. A Certificate of Medical Examination for Mental Illness ("Certificate") is attached to this Motion. The Certificate was prepared by a physician ("Certifying Physician") who examined _____ ("Proposed Patient") within the three days before this Motion's filing.

3. The person filing this motion ("Movant") has reason to believe and does believe that: (1) the Certifying Physician stated their opinion that the Proposed Patient is a person with mental illness and gave the detailed basis for that opinion; and (2) the Proposed Patient presents a substantial risk of serious harm to themselves or others if not immediately restrained pending a hearing.

4. Movant's belief is derived from:

   (Check all that apply.)
   ☐ the representation of a credible person;
   ☐ the Proposed Patient's conduct;
   ☐ the circumstances under which the Proposed Patient is found.

5. Movant asks the Court to determine—based on the information in the Application, this Motion, and the Certificate—that (1) the Certifying Physician stated their opinion that the Proposed Patient is a person with mental illness and gave the detailed basis for that opinion; and (2) the Proposed Patient presents a substantial risk of serious harm to themselves or others if not immediately restrained pending a hearing. However, Movant

Approved by the Texas Judicial Commission on Mental Health on April 6, 2023.

T

conditionally requests to present additional evidence if the Court decides that a fair determination cannot be made from the Application, Motion, and Certificate alone.

6. Movant asks the Court to issue an Order of Protective Custody, ordering that a peace officer or other designated person:

(Check one.)
☐ take the Proposed Patient into protective custody and immediately transport the Proposed Patient to _____ ("Facility").
☐ maintain protective custody of the Proposed Patient at _____ _____ ("Facility").

7. Movant also asks the Court to order that the Proposed Patient be detained in the Facility until a probable cause hearing or a hearing on court-ordered mental health services, whichever is first.

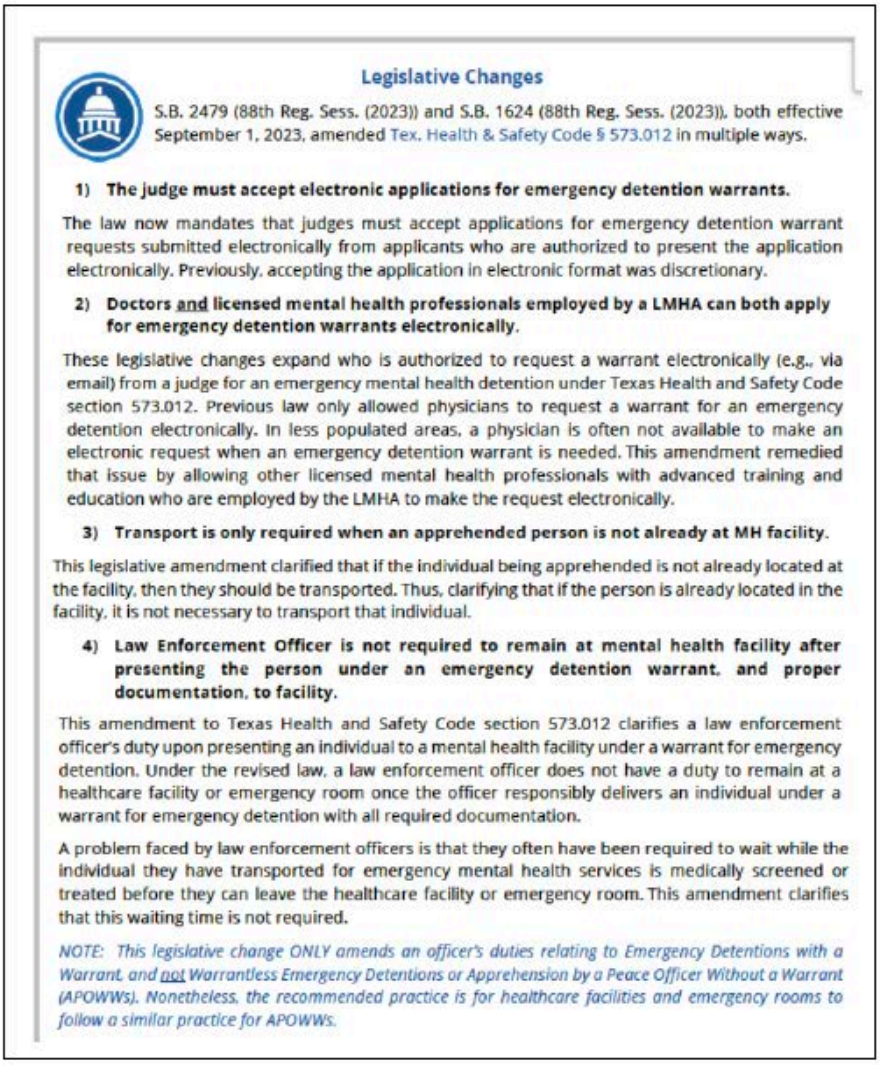
Respectfully Submitted,

_____
County/District Attorney Name and Contact Information

_____
County/District Attorney Signature

_____
Date

Background from the Judicial Commission of Mental Health Bench Book, Fourth Edition, 2023-2025



Legislative Changes

S.B. 2479 (88th Reg. Sess. (2023)) and S.B. 1624 (88th Reg. Sess. (2023)), both effective September 1, 2023, amended Tex. Health & Safety Code § 573.012 in multiple ways.

1) **The judge must accept electronic applications for emergency detention warrants.**

The law now mandates that judges must accept applications for emergency detention warrant requests submitted electronically from applicants who are authorized to present the application electronically. Previously, accepting the application in electronic format was discretionary.

2) **Doctors and licensed mental health professionals employed by a LMHA can both apply for emergency detention warrants electronically.**

These legislative changes expand who is authorized to request a warrant electronically (e.g., via email) from a judge for an emergency mental health detention under Texas Health and Safety Code section 573.012. Previous law only allowed physicians to request a warrant for an emergency detention electronically. In less populated areas, a physician is often not available to make an electronic request when an emergency detention warrant is needed. This amendment remedied that issue by allowing other licensed mental health professionals with advanced training and education who are employed by the LMHA to make the request electronically.

3) **Transport is only required when an apprehended person is not already at MH facility.**

This legislative amendment clarified that if the individual being apprehended is not already located at the facility, then they should be transported. Thus, clarifying that if the person is already located in the facility, it is not necessary to transport that individual.

4) **Law Enforcement Officer is not required to remain at mental health facility after presenting the person under an emergency detention warrant, and proper documentation, to facility.**

This amendment to Texas Health and Safety Code section 573.012 clarifies a law enforcement officer's duty upon presenting an individual to a mental health facility under a warrant for emergency detention. Under the revised law, a law enforcement officer does not have a duty to remain at a healthcare facility or emergency room once the officer responsibly delivers an individual under a warrant for emergency detention with all required documentation.

A problem faced by law enforcement officers is that they often have been required to wait while the individual they have transported for emergency mental health services is medically screened or treated before they can leave the healthcare facility or emergency room. This amendment clarifies that this waiting time is not required.

NOTE: This legislative change ONLY amends an officer's duties relating to Emergency Detentions with a Warrant, and not Warrantless Emergency Detentions or Apprehension by a Peace Officer Without a Warrant (APOWWs). Nonetheless, the recommended practice is for healthcare facilities and emergency rooms to follow a similar practice for APOWWs.

Goal: To create electronic transmission protocol in Galveston County for requesting Application for Transfer Warrant Order and Transfer Warrant Order as allowed by law

Texas Health and Safety Code - HEALTH & SAFETY § 573.012. Issuance of Warrant

A judge or magistrate shall permit an applicant who **is a physician** to present an application by:

(1) e-mail with the application attached as a secure document in a portable document format (PDF); or
(2) another secure electronic means, including:
(A) satellite transmission;
(B) closed-circuit television transmission; or
(C) any other method of two-way electronic communication that:
(i) is secure;
(ii) is available to the judge or magistrate; and
(iii) provides for a simultaneous, compressed full-motion video and interactive communication of image and sound between the judge or magistrate and the applicant.
<Text of (h) as amended by Acts 2023, 88th Leg., ch. 982 (S.B. 2479), § 3>

(h) A judge or magistrate may permit an applicant who is **a physician or a licensed mental health professional employed by a local mental health authority** to present an application by:

(1) e-mail with the application attached as a secure document in a portable document format (PDF); or
(2) secure electronic means, including:
(A) satellite transmission;
(B) closed-circuit television transmission; or
(C) any other method of two-way electronic communication that:
(i) is secure;
(ii) is available to the judge or magistrate; and
(iii) provides for a simultaneous, compressed full-motion video and interactive communication of image and sound between the judge or magistrate and the applicant.

(h-1) After the presentation of an application under Subsection (h), the judge or magistrate may transmit a warrant to the applicant:

(1) **electronically, if a digital signature**, as defined by Article 2.26, Code of Criminal Procedure, is transmitted with the document; or

(2) **by e-mail with the warrant** attached as a secure document in a portable document format (PDF), if the identifiable legal signature of the judge or magistrate is transmitted with the document.

W

(h-2) A facility may detain a person who is physically located in the facility to perform a preliminary examination in accordance with Section 573.021 if:

(1) a judge or magistrate transmits a warrant to the facility under Subsection (h-1) for the detention of the person; and

(2) the person is not under an order under this chapter or Chapter 574.

(h-3) **The Office of Court Administration of the Texas Judicial System** shall develop and implement a process for an applicant for emergency detention to electronically present the application under Subsection (h) and for a judge or magistrate to electronically transmit a warrant under Subsection (h-1).

Brazoria County presentation below shows how they have set the electronic process

Filing the Application for Transfer Warrant Order (1)

- The emergency facility may file an Application with a Brazoria County Justice of the Peace.
- Attached to the form must be a copy of the peace officer's emergency detention notification.
- The Application must also verify that a mental health facility has been secured.

APPLICATION FOR TRANSFER WARRANT ORDER

I. Applicant Information

II. Patient Information

III. Relief Requested

X

Filing the Application for Transfer Warrant Order (2)

- Filing Application during Court's Business Hours (**recommended**):
  - Application may be filed in person or electronically.
  - If filing electronically, contact the Court first and request instructions for filing the Application.
  - Listing of Justices of the Peace: https://brazoriacountytx.gov/departments/justice-of-the-peace

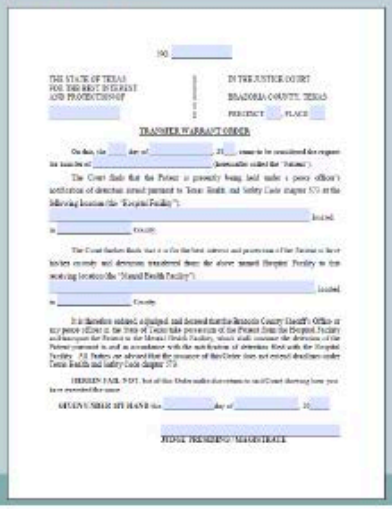
Filing the Application for Transfer Warrant Order (3)

- Filing Application outside Court's Business Hours:
  - Contact the Sheriff's Office to request to speak with the On-Call Justice of Peace concerning a mental health emergency (**979-864-2392**).
  - The Sheriff's Office will notify the Justice of the Peace, and the Justice of the Peace will call the emergency facility to provide instructions for filing the Application.

Y

The Transfer Warrant Order

- If the Justice of the Peace agrees that a patient may be transferred, he/she will sign and email a copy of the Transfer Warrant Order to the emergency facility.
- Once the emergency facility receives the Order, it should contact the Sheriff's Office to coordinate the transfer.



NO. _____

THE STATE OF TEXAS
FOR THE BEST INTEREST
AND PROTECTION OF

IN THE JUSTICE COURT
BRAZORIA COUNTY, TEXAS
PRECINCT ___ PLACE ___

TRANSFER WARRANT ORDER

On this the ___ day of _____, 20___, came to be considered the request for transfer of _____ (hereinafter called the "Patient").

The Court finds that the Patient is presently being held under a peace officer's notification of detention issued pursuant to Texas Health and Safety Code chapter 573 at the following location (the "Hospital Facility"):

_____ located
in _____ County.

The Court further finds that it is in the best interest and protection of the Patient to have further custody and detention transferred from the above named Hospital Facility to the receiving location (the "Mental Health Facility"):

_____ located
in _____ County.

It is therefore ordered, adjudged, and decreed that the Brazoria County Sheriff's Office or any peace officer of the State of Texas take possession of the Patient from the Hospital Facility and transport the Patient to the Mental Health Facility, where staff assume the detention of the Patient pursuant to and in accordance with the notification of detention filed with the Hospital Facility. All Parties are advised that the issuance of this Order does not extend deadlines under Texas Health and Safety Code chapter 574.

HEREIN FAIL NOT. Act of this Order and due return to this Court showing how you have executed the same.

GIVEN UNDER MY HAND this _____ day of _____, 20___.

_____
JUDGE PRESIDING / MAGISTRATE

Appendix 10: Final Feasibility Brief by Department of Enterprise Services Regarding Electronic Transmission of Detention and Protective Custody Orders for Coordinating Council, Updated Report for March 6, 2026 Meeting

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Purpose of Review

- Gulf Coast Center requested evaluation of two items:
  - Whether an **Application for Emergency Detention** (as defined in Texas Health & Safety Code §573.011) could be supported or used more consistently; and
  - Whether an **electronic solution** could be implemented to support mental health court workflows in anticipation of future demand.
- To assess feasibility, the existing Order of Protective Custody (OPC) process was reviewed solely as a reference model, as it is the only fully defined and operational mental health court workflow in use.
- Discussions included Probate Court, the Special Prosecutor's Office, IT, and Gulf Coast Center leadership, including Jerry Freshour, Senior Director of Crisis and Justice Services.

Current Process Overview

- Mental health court processes involve multiple independent entities with defined roles:
  - **Hospitals** initiate OPC requests following physician evaluation and completion of required medical documentation.
  - **Chris Johnsen**, Special Prosecutor, reviews submitted packets for legal sufficiency and coordinates corrections when documentation is incomplete or inaccurate.
  - The **Probate Court** initiates and manages cases in Odyssey upon receipt of complete documentation.
  - **Law enforcement** acts under statutory authority through OPCs or Emergency Detention Orders (EDOs), depending on the circumstances.
- OPCs typically originate within hospitals or mental health facilities. Other proceedings, such as outpatient commitments and jail medication hearings, follow different initiation paths and do not rely on OPCs.

Statutory Coverage and Process Review

- Existing statutory tools (**OPCs and EDOs**) already provide legal authority for the majority of mental health crisis scenarios.
- An **Application for Emergency Detention** exists in statute and was specifically reviewed to determine whether it should be operationalized or enhanced.
- Based on discussion, this application is used infrequently, applies to a narrow set of circumstances, and provides limited additional value when OPCs and EDOs are available.
- Jerry Freshour acknowledged these limitations and agreed that broader use of the Application for Emergency Detention would apply only to a small subset of cases and would not materially change current operations.
- As a result, pursuing changes or electronic support for this application was determined to be low value at this time.

Case Volume Considerations

- Tracking indicates approximately **eight mental health cases per month**, including a mix of inpatient (OPC) and non-OPC proceedings.
- At current levels, the Probate Court is able to absorb cases involving Gulf Coast Center without operational strain.
- While overall volume remains relatively low, these matters require **immediate attention when they arise**, which can be operationally disruptive despite their frequency.
- Given current volume, the group determined that developing additional court workflows or system investment would not provide sufficient benefit to justify the associated complexity and effort.

Operational and Feasibility Constraints

- Case initiation occurs outside the court's control, primarily through hospitals and reviewed by Chris Johnsen.
- Intake relies on **secure email and fax** due to document review, corrections, and external dependencies.
- While Odyssey functions effectively once cases enter the court, extending electronic solutions upstream would require:
    - System access for external entities
    - CJIS compliance, training, and governance approvals
    - Broad operational and policy changes
- All parties, including Gulf Coast Center, agreed these factors make upstream electronic intake or broader automation infeasible at this time.

Conclusion

- Existing statutory tools adequately support current mental health court needs.
- The OPC process remains appropriate and unchanged; it was reviewed only as a feasibility reference model.
- The Application for Emergency Detention was evaluated and determined to be of limited practical value given current usage and case volume.
- Low volume and upstream operational constraints limit the feasibility and benefit of additional process changes or electronic solutions.
- These conclusions were reached with concurrence from the Probate Court, the Special Prosecutor's Office, IT, and Gulf Coast Center leadership.

Appendix 11: Analysis SB 9 and SJR 5 for Galveston County Coordinating Council Meeting, June 13, June 27 and July 11, 2025. SJR 9 Analysis Updated for November 15, 2025 Coordinating Council

SJR 5: Constitutional amendment requiring the denial of bail for certain felons.
(November 4, 2025 Referendum – Voter Approved with 61% in Favor)
Effective date:[3] Date Secretary of State Certifies the Vote
Effective earliest date: November 19, 2025 **and latest effective date:** December 4, 2025

Summary of Points to Brainstorm on Adoption of Protocols to Implement SJR 5:

Present Policy: Arrest → CCP 15.17 hearing to set bond (within 48 hrs.)

New Policy: Magistrate cannot deny bail to eligible SJR 5 defendants as this is done under a new protocol involving a Judge and the District Attorney.

Protocol Decision 1: TechShare to be programmed to flag SJR 5 defendants and send appropriate and timely notifications to magistrates not to review these cases for bail and for Judiciary and District Attorney to identify defendants that are SJR 5 eligible.

New Policy: For a mandatory SJR 5 denial of bond → need SJR 5 District Attorney evidentiary hearing for the state to demonstrate by "clear and convincing evidence" that the granting of bail is insufficient to reasonably: (1) prevent the person's willful nonappearance in court; or (2) ensure the safety of the community, law enforcement, and the victim of the alleged offense.

Protocol Decision 2: When is the hearing to occur? Within 48 hours as the present CCP 15.17 law requires or within some other timeframe and how is a different timeframe justified?

New Policy: Counsel needs to be present → need indigent defense counsel to be provided on a timely basis to be present in the evidentiary hearing

Protocol Decision 3: Timely appointment of indigent defense when needed or timely notification to private lawyers when applicable.

New Policy: State attorney presents evidence → District Court Judge may disagree with findings by the state attorney → 20-day appeal window by state attorney.

[3] This summary of the amendments from Leg Council includes this paragraph explaining it https://tlc.texas.gov/docs/amendments/analyses25.pdf:

> The Texas Constitution provides that the legislature, by a two-thirds vote of all members of each house, may propose amendments revising the constitution and that proposed amendments must then be submitted for approval to the qualified voters of the state. A proposed amendment becomes a part of the constitution if a majority of the votes cast in an election on the proposition are cast in its favor. An amendment approved by the voters is effective on the date of the official canvass of returns showing adoption. The date of canvass, by law, is not earlier than the 15th or later than the 30th day after election day. An amendment may provide for a later effective date.

Commentary by TF

The constitutional amendment or SB 9 did not make clear when the hearing in which the District Attorney is going to present the "clear and convincing evidence" it supposed to happen.

- The Texas District and County Attorneys Association (TDCAA) in their legislative briefings to DAs have said that it is "unclear" how this law might work and they do not recommend any protocol as local courts will have to decide on implementation protocols.

- At the time of the writing of this report (December 10, 2025) the Office of Court Administration (OCA) have not issued a guide to help local officials in implementing the new policy.

Estimated Population Affected by SJR 5 in Galveston County

- Over 700 cases in the categories of crime that apply in SJR 5 were filed in District Courts in 2024 (19% of 3,769 cases added) based on OCA statistics.

- A review of the magistration TechShare statistics for 2024 shows that 619 persons magistrate fit these crimes categories.

- Of the potential defendants eligible for bond denial under SJR 5 that were tracked for this assignment, 14% were released on bond within an average of 175 days.

- If NONE of the Aggravated Assault defendants can post bond that now post bond then this may impact an increase in the jail population of about 100 inmates by the end of 2026.

I. New Policy Framework for Texas that Amends the Constitutional Right to Bail for Certain Felons

Sec. 11d. (a) This section applies only to a person accused of committing one or more of the following offenses:
(1) murder;
(2) capital murder;
(3) aggravated assault if the person:
(A) caused serious bodily injury, as that term is defined by general law, to another; or
(B) used a firearm, club, knife, or explosive weapon, as those terms are defined by general law, during the commission of the assault;
(4) aggravated kidnapping;
(5) aggravated robbery;
(6) aggravated sexual assault;
(7) indecency with a child;
(8) trafficking of persons; or
(9) continuous trafficking of persons.

II. Person Shall Be Denied Bail and District Attorney Then Needs to Show Clear and Convincing Evidence for Denial of Bail in an Evidentiary Hearing

*(b) A person to whom this section applies **shall** be denied bail pending trial **if** the attorney representing the state demonstrates by clear and convincing evidence after a hearing that the granting of bail is insufficient to reasonably:*
(1) prevent the person's willful nonappearance in court; or
(2) ensure the safety of the community, law enforcement, and the victim of the alleged offense.

(e) For purposes of determining whether clear and convincing evidence exists as described by this section, a judge or magistrate shall consider:
(1) the likelihood of the person's willful nonappearance in court;
(2) the nature and circumstances of the alleged offense;
(3) the safety of the community, law enforcement, and the victim of the alleged offense; and
(4) the criminal history of the person.

III. Judge Can Grant Bail After the Hearing and Need to Write a Justification

c) A judge or magistrate who grants a person bail in accordance with this section shall:
(1) set bail and impose conditions of release necessary only to reasonably:
(A) prevent the person's willful nonappearance in court; and
(B) ensure the safety of the community, law enforcement, and the victim of the alleged offense; and
(2) prepare a written order that includes findings of fact and a statement explaining the judge's or magistrate's justification for the grant and the determinations required by this section.

IV. There is No Testimonial Evidence in Hearing and Clear and Convincing Evidence is Defined

This section may not be construed to:
(1) limit any right a person has under other law to contest a denial of bail or to contest the amount of bail set by a judge or magistrate; or
(2) require any testimonial evidence before a judge or magistrate makes a bail decision with respect to a person to whom this section applies.

V. There is a Right to Counsel at the "Clear and Convincing" Evidence Hearing

(f) At a hearing described by this section, a person is entitled to be represented by counsel.

VI. SB 9 Set New Policy to Allow the Appeal of the Judge's Decision and the Court of Appeals Has 20 Days to Decide

SB 9 provides some language that states that a "district judge must review a bail decision as soon as practicable but not later than the next business day after the date a request to review the bail decision is filed with the district clerk by an attorney representing the state." After the hearing the judge can decide to set bail, and the District Attorney can appeal the decision. The Court of Appeals must decide in 20 days after the appeal is filed. The Appeals Court "may affirm or modify the bail amount set by the court; or reject the bail amount set by the court and remand the case to the court, with or without guidance, for modification of the bail amount".

Reference

Art. 17.028. BAIL DECISION

(a) Without unnecessary delay but not later than 48 hours after a defendant is arrested, a magistrate shall order, after individualized consideration of all circumstances and of the factors required by Article 17.15(a), that the defendant be:
(1) granted personal bond with or without conditions;
(2) granted surety or cash bond with or without conditions; or
(3) denied bail in accordance with the Texas Constitution and other law.
(b) In setting bail under this article, the magistrate shall impose the least restrictive conditions, if any, and the personal bond or cash or surety bond necessary to reasonably ensure the defendant's appearance in court as required and the safety of the community, law enforcement, and the victim of the alleged offense.
(c) In each criminal case, unless specifically provided by other law, there is a rebuttable presumption that bail, conditions of release, or both bail and conditions of release are sufficient to reasonably ensure the defendant's appearance in court as required and the safety of the community, law enforcement, and the victim of the alleged offense.
(c-1) Subsections (b) and (c) may not be construed as requiring the court to hold an evidentiary hearing that is not required by other law.

Summary of Federal System Policies in this Area

Designation	Federal (18 U.S.C. §3142)
Authority to deny bail	Yes — magistrate or district judge may deny bail after hearing
Presence of prosecutor	Government attorney present for detention hearings
Presence of defense counsel	Required; indigent defendants appointed under CJA
Timing of initial hearing	Promptly after arrest (usually 1–3 business days)
Scope of hearing	Full detention hearing: considers release, conditions, and detention
Appeal	Defendant or government may appeal release/detention orders de novo

Analysis of SB 9 ----------

SB 9: Relating to the confinement or release of defendants before trial or sentencing, including regulating charitable bail organizations, and the conditions of and procedures for setting bail and reviewing bail decisions.

Unless stated below, the provisions become effective on September 1, 2025 (check at the end effective dates by section).

I. District Attorney is Now Require Reporting on Conditions of Pretrial Intervention Programs

Art. 16.24. REPORTING OF CONDITIONS OF PRETRIAL INTERVENTION PROGRAM. As soon as practicable but no later than the 10th business day after the date a defendant enters a pretrial intervention program, the attorney representing the state, or the attorney's designee who is responsible for monitoring the defendant's compliance with the conditions of the program, shall enter information relating to the conditions of the program into the appropriate database of the statewide law enforcement information system maintained by the Department of Public Safety or modify or remove information, as appropriate.

Effective: January 1, 2026

(**Commentary**: In Galveston County this applies to the District Attorney DWI Pretrial Diversion. The District Attorney Pretrial Diversion targets first time DWIs defendants. The division handled 573 DWI cases in 2022, 510 in 2023, and 343 in 2024 and the completion rate on average for those years was 95%. The conditions of supervision for these defendants should be reported to the Conditions of Bond system managed by the Sheriff Office)

(**Commentary**: The Galveston County probation department has a pretrial program for the Mental Health Misdemeanor Docket cases. As of May 2025, there were 352 defendants in the docket representing 562 cases. The conditions of supervision for these defendants should also be reported to the Conditions of Bond system managed by the Sheriff Office.)

(**Facts**: The Conditions of Bond system is not utilized much, at least by our analysis in 2023 that is summarized below:

"*Lt. Margo Ihde presented to the Coordinating Council on its January 13, 2023 meeting the first draft of the compilation of monthly statistics regarding Conditions of Bond entered and managed by the Sherriff Office. During the November 3, 2023 meeting of the Coordinating Council Lt. Ihde updated the council on the most recent statistics. Between January 2023 and October 2023 there have been 8,823 new conditions of bond supervision entries with 274 law enforcement verifications occurring which shows low utilization of the system by law enforcement.*")

II. Requires Office of Court Administration to Add More Information to the Public Safety Report (PSR)

Article 17.021:
(F) whether the defendant is currently on community supervision, parole, or mandatory supervision for an offense;
(G) whether the defendant is currently released on bail or participating in a pretrial intervention program and any conditions of that release or participation;
(H) outstanding warrants for the defendant's arrest that have been entered into the National Crime Information Center database or the Texas Crime Information System established under Section 411.0541, Government Code, including a warrant issued under Article 42A.751 of this code or Section 508.251, Government Code; and
(I) any current protective orders, as defined by Section 72.151, Government Code, for which the defendant is the subject;

Effective: April 1, 2026

(**Facts**: The Technical Assistance team has reviewed in the past the protective orders reporting system and that system has not worked well. Recounting of those reviews below:

In August 2022, the technical assistance team reviewed entries into the Guardianship Reporting System and found that only two entries were posted for 2022 at the time of the snapshot on August 8, 2022, compared to 181 between February 22, 2021 and December 24, 2021. Lt. Margo Ihde reviewed this issue during the October 21, 2022 meeting of the Coordinating Council. Lt. Ihde reported on her inquiries to the state agencies about the lack of information. In preparation for her report to the council she identified for the state agencies the lack of guardianship information since March 2022 and the state agencies discovered a problem linking the OCA and DPS systems for the proper transmission of the data to be available in the TLETS. The glitch, therefore, is at the state agency level and is affecting the utilization of this system locally. During the November 4 and 18, 2022 meetings, she reported that the State of Texas has not made any progress in resolving the problem. Then again during the council meeting of January 13, 2023 and March 31, 2023, she reported no progress on fixing the issues at the Office of Court Administration.

During the July 21, 2023 meeting of the Coordinating Council, Lt. Ihde reported again that the system is not working and the Office of Court Administration has not resolved the outstanding problems with the system.

On the November 3, 2023 meeting, Lt. Ihde finally reported that the system was working as of October 12, 2023. This system has been down since August 2022 and is finally working twelve months later.)

III. Requires Office of Court Administration to allow access to PSR by District Attorney

Article 17.021:
(c-1) On request by an attorney representing the state, the office shall provide to the attorney access to the public safety report system for the purpose of allowing the attorney to access a bail form submitted to the office under Section 72.038, Government Code.

Effective: January 1, 2026

(**Commentary**: The District Attorney staff to access the PSR needs to have TLETS certification with yearly renewal, if they already do not have this.)

IV. Requires OCA to Integrate Their PSR with the County Jail Records Management System and Case Management Systems.

Article 17.021:
The public safety report system must be configured to allow a county or municipality to integrate the jail records management system and case management systems used by the county with the public safety report system.
(h-1) The office may provide grants to reimburse counties and municipalities for costs related to integrating the systems described by Subsection (h). The office is not required to provide a grant under this subsection unless the office is appropriated money for that purpose. This subsection expires August 31, 2027.
(i) The office may modify the public safety report system to incorporate technological advances to the system's features regarding notices and to any other processes the office determines will enhance the system's availability to protect the public.

Effective (III and IV): January 1, 2026

(**Commentary**: The OCA likely won't be able to accomplish this by the deadline, or even years later. Presumably, it would not be the responsibility of Galveston County to accomplish this and presumably the grants would not be available until the OCA figures a strategy to accomplish this integration.)

V. PSR Can be Ordered by Magistrates for Those Not in Custody

Section 3, Article 17.022:
(g) In the manner described by this article, a magistrate may order, prepare, or consider a public safety report in setting bail for a defendant who is not in custody at the time the report is ordered, prepared, or considered.

VI. Same County Policy Related to Felon Released on Bail and Another Offense in Same County

Section 3, Article 17.027:
if a defendant is taken before a magistrate for [charged with] committing an offense punishable as a felony while released on bail [in a pending case] for another offense punishable as a felony and the subsequent offense was committed in the same county as the previous offense, the defendant may be released on bail only by:
(A) the court before whom the case for the previous offense is pending; or
(B) another court designated in writing by the court described by Paragraph (A)

(**Commentary:** This is already the process.)

VII. Other County Policy Related to Felon Released on Bail in One County and Committing a New Offense in Another County

Section 4, Article 17.027:
(2) if a defendant is taken before a magistrate for [charged with] committing an offense punishable as a felony while released on bail for another [pending] offense punishable as a felony and the subsequent offense was committed in a different county than the previous offense, electronic notice of the charge must be [promptly] given to the individual designated to receive electronic notices for the county in which the previous offense was committed, not later than the next business day after the date the defendant is taken before the magistrate, for purposes of the court specified by Subdivision (1) [for purposes of reevaluating the bail decision,] determining whether any bail conditions were violated or taking any other applicable action such as an action described by Subsection (a-1).

(a-1) If a defendant is taken before a magistrate for committing an offense punishable as a felony while released on bail for another offense punishable as a felony, the court before which the case for the previous offense is pending shall consider whether to revoke or modify the terms of the previous bond, or to otherwise reevaluate the previous bail decision.

Effective: January 1, 2026

(**Commentary**: This requires speedy coordination between the counties, and this should be tested and evaluated.)

VIII. Rules for Magistrate appointed under Chapter 54 (Which Does not Include Galveston County) may not release on bail certain felons

(a-2) A magistrate appointed under Chapter 54, Government Code, may not release on bail a defendant who:
(1) is charged with committing an offense punishable as a felony if the defendant:
(A) was released on bail, parole, or community supervision for an offense punishable as a felony at the time of the instant offense;
(B) has previously been finally convicted of two or more offenses punishable as a felony and for which the defendant was imprisoned in the Texas Department of Criminal Justice; or
(C) is subject to an immigration detainer issued by United States Immigration and Customs Enforcement; or
(2) is charged with committing an offense under the following provisions of the Penal Code:
(A) Section 19.02 (murder);
(B) Section 19.03 (capital murder);
(C) Section 20.04 (aggravated kidnapping); or
(D) Section 22.021 (aggravated sexual assault).

Section on Chapter 54 Magistrates Do Not Apply to Galveston County

Accountability for Those Who Appointed the Chapter 54 Magistrates

(a-3) An order granting bail signed by a magistrate appointed under Chapter 54, Government Code, must include the names of each individual who appointed the magistrate and state that the magistrate was appointed by those individuals.
(c) The local administrative district judge for each county shall designate an individual to receive electronic notices under Subsection (a)(2). The county shall ensure that the name and contact information of the individual designated to receive notices under this subsection are included in the public safety report system developed under Article 17.021.
(d) An individual designated under Subsection (c) who receives an electronic notice under Subsection (a) shall promptly provide the notice to the court specified by Subsection (a)(1), to the district clerk, and to the attorney representing the state and the defendant's attorney, if known, in the pending case for the offense for which the defendant was initially released on bail. A notice provided under this subsection does not constitute an ex parte communication.

IX. Review of Bail Decision for Felons – District Judge Jurisdiction

Article 17.029:
Art. 17.029. REVIEW OF BAIL DECISION. (a) This article applies only to a bail decision:
(1) regarding a defendant charged with or arrested for an offense punishable as a felony; and
(2) that was made under Article 17.028 by the magistrate of a court that does not have jurisdiction to try the offense with which the defendant is charged.
(b) Notwithstanding any other law, a district judge in any county in which the offense for which the person was arrested will be tried, or in any county in which the charge for that offense will be filed, has jurisdiction to modify a bail decision to which this article applies, regardless of

whether the defendant has been previously indicted or information has been previously filed for the offense for which the defendant was arrested.

(**Commentary**: Cross District Court jurisdiction process that must be implemented if already not in place).

Local Administrative Judge to Set Procedures Relating to Bail Review Requests

(c) The local administrative judge for each county shall establish a procedure for the district clerk to notify each district judge in the county that the district clerk received a request to review a bail decision under this article.

(**Commentary**: If this procedure is not in place in Galveston County, then it must be set up as required here).

Timing for Judge to Review Bail Decision

(d) A district judge must review a bail decision as soon as practicable but not later than the next business day after the date a request to review the bail decision is filed with the district clerk by an attorney representing the state.

(e) A district judge reviewing a bail decision under this article shall comply with Article 17.09 and shall consider the facts presented and the rules established by Article 17.15(a) in setting the defendant's bail.

(Commentary: This was discussed above under the protocols set by the Constitutional Amendment).

Modification of Bail Decisions

(f) If a district judge modifies a bail decision under this article to increase the amount of bail or to require additional conditions of bail for a defendant who is not in custody, the judge shall:
(1) issue a summons for the defendant to appear before the judge; and
(2) give the defendant a reasonable opportunity to appear before issuing a warrant for the defendant's arrest.

X. Restrictions on Personal Bond

Article 17.03:
(b-2) Except as provided by Articles 15.21, 17.032, 17.033, and 17.151, a defendant may not be released on personal bond if the defendant:
(1) is charged with:
(A) an offense involving violence; or
(B) an offense under:

(i) Section 19.02(b)(4), Penal Code (murder as a result of manufacture or delivery of a controlled substance in Penalty Group 1-B);
(ii) Section 22.07, Penal Code (terroristic threat), if the offense is punishable as a Class A misdemeanor or any higher category of offense;
(iii) Section 25.07, Penal Code (violation of certain court orders or conditions of bond in a family violence, child abuse or neglect, sexual assault or abuse, indecent assault, stalking, or trafficking case); or
(iv) Section 46.04(a), Penal Code (unlawful possession of firearm); or
(2) while released on bail, parole, or community supervision for an offense involving violence, is charged with committing:
(A) any offense punishable as a felony; or
(B) an offense under the following provisions of the Penal Code:
(i) Section 22.01(a)(1) (assault);
(ii) Section 22.05 (deadly conduct); or
(iii) [Section 22.07 (terroristic threat); or
[(iv)] Section 42.01(a)(7) or (8) (disorderly conduct involving firearm).

(**Commentary:** This will not affect Galveston County Personal Bond Office operations as they are following some of the provisions already in place from SB 6 and for practical purposes do not release on Personal Bond the new categories of crimes added.)

XI. Charitable Organizations

Revised regulations related to Charitable Bail Organizations.

X. Magistrates Cannot Reduce Bond Amount or Change Conditions of Supervision Set by a Judge

Article 17.092:

Art. 17.092. REDUCTION IN AMOUNT OR CONDITIONS OF BOND PROHIBITED IN CERTAIN CIRCUMSTANCES. A magistrate described by Articles 2A.151(5)-(14) may not reduce the amount or conditions of bond set by the judge of a district court, including the judge of a district court in another county.

XII. Magistrate Release of Felons

Article 17.21:
(b) Notwithstanding Subsection (a), before releasing on bail a defendant charged with an offense punishable as a felony, a magistrate shall ensure that:
(1) the defendant has appeared before the magistrate; and
(2) the magistrate has considered the public safety report prepared under Article 17.022 for the defendant.

XIII. Plea Guilty Felon Second Degree or Higher not Eligible for Community Supervision Needs to be Jailed after Plea and Before the Sentence

Article 27.20:
Art. 27.20. CONFINEMENT BEFORE SENTENCING ON PLEA OF GUILTY OR NOLO CONTENDERE FOR CERTAIN OFFENSES. If a defendant is adjudged guilty after entering a plea of guilty or nolo contendere for an offense listed in Article 42A.054(a) punishable as a felony of the second degree or any higher category of offense and for which the defendant is not eligible for community supervision under Article 42A.055 as provided by Article 42A.056, the court shall order that the defendant be taken into custody and confined until the defendant is sentenced.

(**Commentary:** It is unknown how many of the defendants that enter a plea of guilty are not in jail and now must be brought to jail to await sentencing. Depending on that unknown number, then the impact on the jail population may be more or less.)

XIV. Affirmative Finding Regarding Failure to Appear

Article 42.0195:
Art. 42.0195. FINDING REGARDING FAILURE TO APPEAR. In the disposition of a criminal case involving any offense punishable as a Class B misdemeanor or any higher category of offense, the judge shall make an affirmative finding of fact and enter the affirmative finding in the judgment or dismissal order in the case if the judge determines that the defendant willfully failed to appear after the defendant was released from custody for the offense. The affirmative finding must include the number of times the defendant failed to appear for the offense.

XV. State Right to Appeal for Bail Review Decision Applying to Denial of Bail Offenses

Article 44.01:
The state is entitled to appeal an order of a court in a criminal case if the order:

(7) grants bail, in an amount considered insufficient by the prosecuting attorney, to a defendant who:
(A) is charged with an offense under any of the following sections of the Penal Code:
(i) Section 19.02 (murder);
(ii) Section 19.03 (capital murder);
(iii) Section 22.02 (aggravated assault) if:
(a) the offense was committed under Subsection (a)(1); or
(b) the defendant used a firearm, club, knife, or explosive weapon, as those terms are defined by Section 46.01, Penal Code, during the commission of the assault;
(iv) Section 20.04 (aggravated kidnapping);
(v) Section 29.03 (aggravated robbery);
(vi) Section 22.021 (aggravated sexual assault);
(vii) Section 21.11 (indecency with a child);
(viii) Section 20A.02 (trafficking of persons); or

(ix) Section 20A.03 (continuous trafficking of persons); or
(B) is charged with an offense punishable as a felony and was released on bail for an offense punishable as a felony at the time the instant offense was committed.

(f-1) In an appeal filed under Subsection (a)(7), a court of appeals shall:

(1) conduct a de novo review of all issues presented;
(2) expedite the appeal; and
(3) issue an order not later than the 20th day after the date the appeal is filed.
(f-2) In an appeal filed under Subsection (a)(7), a court of appeals may:
(1) affirm or modify the bail amount set by the court; or
(2) reject the bail amount set by the court and remand the case to the court, with or without guidance, for modification of the bail amount.

(Commentary: This was discussed above under the protocols set by the Constitutional Amendment).

XVI. New Victim Notification Right Added to Code

Article 56A.051 (a) Code of Criminal Procedures:
when requested, the right to be informed in the manner provided by Article 56A.0525:
(A) by a peace officer concerning the defendant's right to bail and the procedures in criminal investigations; and
(B) by the office of the attorney representing the state concerning:
(i) the general procedures in the criminal justice system, including general procedures in guilty plea negotiations and arrangements, restitution, and the appeals and parole process; and
(ii) whether the defendant has fully complied with any conditions of the defendant's bail;

(**Commentary**: This may become the duty of the Victims Advocates in the District Attorney's Office, and they would have to interphase with the Personal Bond Office to get the updates on the compliance with the conditions of supervision. We are not sure for a person on Surety Bond what information will be available and how it would be collected.)

XVII. Emphasis on Bail Form and Electronic Distribution to District Attorney

Section 17. Section 72.038 Government Code:
(c-1) The office shall provide to the elected district attorney in each county an electronic copy of the form submitted to the office under Subsection (c) for each defendant whose bail is set in the county for an offense involving violence, as defined by Article 17.03, Code of Criminal Procedure. An elected district attorney shall provide an e-mail address to the office for the purpose of receiving a form as provided by this subsection.

Effective: January 1, 2026

XIII. Notice to Victims

Section 18. Section 51A.003 (b), Human Resource Code:
C) the ability of the victim to provide information to the local prosecutor that will be helpful to a magistrate setting bail if the person committing the offense is arrested.

XIX. Effective Dates

SECTION 22. (a) Except as otherwise provided by this section, this Act takes effect September 1, 2025.
(b) The following provisions, as added by this Act, take effect January 1, 2026:
(1) Article 16.24, Code of Criminal Procedure;
(2) Articles 17.021(c-1), (h), and (h-1), Code of Criminal Procedure;
(3) Articles 17.027(c) and (d), Code of Criminal Procedure; and
(4) Section 72.038(c-1), Government Code.
(c) The following provisions take effect April 1, 2026:
(1) Article 17.021(b), Code of Criminal Procedure, as amended by this Act;
(2) Article 17.027(a), Code of Criminal Procedure, as amended by this Act; and
(3) Article 17.027(a-1), Code of Criminal Procedure, as added by this Act.

Side Issue from HB 75

HB 75 amends Article 15.17, Code of Criminal Procedure, by adding Subsection (h) that read as follow:

(h) Not later than 24 hours after the time a magistrate determines that no probable cause exists to believe that a person committed the offense for which the person was arrested, the magistrate shall enter in the record written findings to support that finding.

Effective: September 1, 2025

(**Commentary**: The Galveston County magistrate form, shown below, will have to be modified to add their "findings".

Trial Court: _____ Case No:_____

Name:

Booking No.

THE STATE OF TEXAS

COUNTY OF GALVESTON Date/Time

MAGISTRATE WARNING, FINDINGS, AND ORDER

- You are charged with the following:

Offense(s)

Offense	Warrant	County	Probable Cause	Affidavit Attached	Bail/Fine	Arrest Date
- TAMPER/FABRICATE PHYS EVID W/INTENT TO IMPAIR - F	No		No	Yes	$30,000.00	5/24/2025 3:33 PM

- The Court finds that probable cause for further detention exists for each charge marked "Yes" above
- If there is Not Probable Cause for Further Detention and the Sheriff is ordered to release the defendant from custody

For each charge, if the Bail Type shown is Personal Bond, you have the option to make bail via personal bond, surety bond, or cash bond. If the Bail Type shown is Cash/Surety, you have the option to make bail via Surety Bond or Cash Bond.

- You have a right to hire an attorney to represent you.
- You have the right to have an attorney present prior to and during any interview and questioning by peace officers or attorneys representing the State.
- You have the right to remain silent.
- You are not required to make a statement, and any statement you make can and may be used against you in court.
- You have the right to stop any interview or questioning at any time.
- You have the right to have an examining trial if you are accused of a felony.
- You have the right to request appointment of counsel if you are indigent and cannot afford counsel.

Upon inquiry, the Court has found that the Defendant:

- Has not ever served in the U.S. Military
- The Court does not have sufficient information to make this determination
- Defendant Indicates they are a citizen of the United States
    - The person arrested stated that he is a citizen of the United States of America.

In Addition, after advising the Defendant of his/her right to counsel:

Defendant Waives Appointed Counsel. Defendant affirmed the following: I have been advised of my rights to representation by counsel in the trial of the charge pending against me. I have been further advised that if I am unable to afford counsel, one will be appointed for me. Understanding my right to have counsel appointed for me if I am not financially able to employ counsel, I wish to waive that right and request the Court to proceed with my case without an attorney being appointed for me. I hereby waive my right to counsel.

The Court further ORDERS the following conditions of bond:

Offense: **TAMPER/FABRICATE PHYS EVID W/INTENT TO IMPAIR**

COURT: **No Court Assigned** BOND: **CASH OR SURETY** AMOUNT: **$30,000.00**

It is the order of the Court that you shall comply with the following terms and conditions of Bond. If on community supervision, you shall continue to comply with existing conditions of community supervision and/or any additional conditions of Bond.

- No new arrests while out on bond pending trial.
- The Defendant shall not possess alcohol or enter any bar, tavern or lounge.
- Appear in Court on time and at the appointed location and date
- Defendant shall not use any illegal drug or non-prescribed medications

Any violation of these conditions may result in your bond being held insufficient and you being returned to custody.

Time: 7:21 AM Date: Magistrate: Shelby Scott/Hitchcock Municipal Judge

I acknowledge that I was given the above warning and that I understand my rights as explained to me and the conditions of my bond. I have received a copy of my bond conditions in open Court.

Date: Defendant Signature:

SS

Appendix 12: Federally Funded Assisted Outpatient Treatment (AOT) Worktable Presented to the Coordinating Council on July 25, 2025 Update

Task	Description of Task	Agency Persons Responsible	Implementation Date	Status
1	**Convene an AOT Management Team** Convene an AOT Management Team to coordinate the project's development and implementation. The grant notification from SAMHSA was dated 9/13/2024. The four-year award was for $1,998,000. The award targets 115 people to be served over the four-year period.	Sandy Patterson MA, LPC-S, Behavioral Health Director – Galveston County Sara Corey, AOT Project Director	Submitted by 11/30/24; SAMHSA Approved	Management Team Members identified and approved by SAMHSA; team meets bi-monthly COMPLETED
2	**Develop disparities impact statement** SAMHSA's Behavioral Health Disparity Impact Statement (DIS) is a data-driven, quality improvement approach to advance behavioral health equity for all. The DIS is a grant requirement that helps grantees identify racial, ethnic, sexual, and gender minority groups at the highest risk of experiencing behavioral health disparities within their grant projects and implement a disparity reduction action plan with a quality improvement process to address and close the identified gap(s).	Project Director and Management Team	Submitted by 11/30/24; additional information submitted 1/14/25	SAMHSA has acknowledged receipt**; item dismissed from deliverables**
3	**Hire Program Staff – Treatment Team** Project Director – 100% Level of Effort (FTE) ***SARA COREY*** Project Evaluator – 50% Level of Effort ***TYLER HANNA*** AOT Certified Peer Specialist – FTE ***ALESIA LEVINE*** AOT Case Manager (QMHP) – two FTEs (1) ***WARRICK BAKER*; (2) VACANCY** Care Coordinator Liaison (QMHP) – FTE ***VACANCY – offer pending***	Behavioral Health Director and AOT Project Director	Ongoing until hired	**Project Director, Peer Specialist and one AOT Case Manager have been hired as of 5/1/25;** *continuing interviews for one Case Manager and one Care Coordinator Liaison position;* 6/12/25 – Care Coordinator Liaison position pending offer
4	**Submit Memorandums of Understanding (MOUs)** Updated annually, Submit MOUs from relevant community stakeholders that include local referral pathways and roles for partners and community stakeholders. The MOUs should be agreed upon by both parties and include details on the following: o Appropriate referrals to the program	Behavioral Health Director and AOT Project Director	Submitted to SAMHSA by 1/30/25; SAMHSA has confirmed receipt	**Executed MOUs (8):** Sun Behavioral Hospital, Galveston County Probate Court, Galveston County Mental Health Court, Galveston Police

TT

Task	Description of Task	Agency Persons Responsible	Implementation Date	Status
	o Role of stakeholder/partner in actual placement on a civil order o Role of stakeholder/partner in providing court-ordered treatment and management of privacy rights o Role of stakeholder/partner in ongoing care at the end of the court order o Point of contact for each community stakeholder/partner			Department (PD), League City PD, Dickinson PD, Texas City PD, Galveston County Sherrif's Department. **MOU Pending Signature:** Coastal Health and Wellness.
5	**Develop Participant Civil and Privacy Rights Policies and Protocols** Develop policies and protocols to ensure that the civil and privacy rights of participants are respected.	Project Director and Management Team	Submitted to SAMHSA by 1/30/25	Approved
6	**Develop a Program Implementation Plan** Develop a Program Implementation Plan that incorporates a schedule of planned implementation stages and the sustainment phase.	Project Director and Management Team	Submitted to SAMHSA 3/14/25	**Pending approval**
7	**Develop and Submit a Project Staff Training Plan**	Project Director and Treatment Team	Submitted to SAMHSA 3/14/25	Approved
8	**Establish a Steering Committee** Establish a Steering Committee to advise on the impact of AOT on the community. The steering committee has a role in ongoing optimization of the program such as identifying outreach opportunities, planning for education, overall tracking of successes and needs, and aggregated trends of the population (including underserved communities per Executive Order 13985) served by the program.	Project Director and Behavioral Health Director	Submitted to SAMHSA 3/14/25	Approved First Meeting occurred 5/15/25 at 2pm via teams
9	**Approval by SAMHSA and Authorization for Program Start** All the above items after completion and submission of the progress report to SAMHSA will require the authorization of the agency to start program.			**Per Felicia Jeffery in CC Meeting of July 25, 2025 Approval was granted at this time**
10	**Provide individualized evidence-based treatment to AOT participants** This will include a multidisciplinary approach, including person-centered planning that is within	Treatment Team	Pending approval	Will begin once Implementation Plan is approved by SAMHSA

Task	Description of Task	Agency Persons Responsible	Implementation Date	Status
	the bounds of the civil court order. Interventions should promote the participant's choice wherever possible in medication management, therapeutic interventions, case management, recovery and peer support services that focus on maintaining stability, recovery, wellness, and safety in the community.			
11	**Plan for recovery support during and after the civil order has ended.** Recovery support services coordination/referrals should be promoted during the term of the court order and afterward with transition to community providers.	Project Director, Management and Treatment Teams	Submitted to SAMHSA 3/14/25	Approved
12	**Design and conduct ongoing evaluation to monitor AOT participant progress, treatment outcomes, and successful transitions for individuals during and after completion of an AOT order.** Evaluation activities should also include impact on rates of homelessness, incarceration, and hospitalization.	Project Evaluator and Consultation Team	Submitted to SAMHSA 3/14/25	Approved
13	**Two Year Interim Report** Report on the two-year implementation mark with number of people served at that point and preliminary outcomes for the population served	Project Evaluator and Project Director	Start date August 2025	Report by September 2027
14	**Provide ongoing education and outreach to diverse community partners, first responders, and stakeholders to increase awareness of AOT program and/or how to refer to the civil court process.**	Project Director and Treatment Team	Grant year 1, 2, 3, and 4	Ongoing after the above milestones are met
15	**Assuming program starts on (date) the funding for the program will end on (date).** **Evaluation report and final number of people that were served by the program.**	Project Evaluator and Project Director		

Appendix 13: Implementation Checklist for SJR 5 and SB 9, Coordinating Council Meeting of August 8, 2025. SJR 5 Checklist Updated for Coordinating Council Meeting of November 14, 2025

SJR 5: Proposed constitutional amendment requiring the denial of bail for certain felons

Task	Description of Task	Agency
1	Set protocol to identify at initial magistration SJR 5 defendants and flag in computerized TechShare records	Personal Bond Office (PBO)
2	Set protocol for denial of bail and notification to defense counsel	Court Administration and District Attorney
3	Set protocol for timing of the District Attorney required "clear and convincing" evidence hearing	Court Administration and District Attorney
4	Set protocol for judge to prepare a written order that includes findings of fact and a statement explaining the judge's justification for the grant and the determinations required by this section	District Court Administration
5	Set protocol to determine and execute an appeal of the Judge's decision to the Court of Appeals (the Appeals Court protocol is defined in Article 44.01 as amended in SB 9)	District Court Administration District Attorney
6	Determine if additional county funding is needed for the agencies responsible to execute the above components	Assessment to Coordinating Council for Reporting to Commissioners Court
7	Set "flag" or other ways to identify in computerized records defendants affected by the new policy and track them over time to better estimate impact on court time processing and impact on increasing the jail population	IT

SB 9: **Relating to the confinement or release of defendants before trial or sentencing and the conditions of and procedures for setting bail and reviewing bail decisions**

Checklist 1 – Galveston Responsibility

Task	Art. 16.24 District Attorney Reporting Conditions of Pretrial Programs – January 1, 2026	Agency
1	January 1, 2026 District Attorney "uploads" or "identify" persons on DWI Pretrial Program caseload and report their conditions of supervision to Sheriff/DPS System (starting population) County Clerk to execute reporting	District Attorney/ County Clerk
2	Set protocol to report changes in conditions for people active in the program: new conditions, removal of conditions, termination of supervision	District Attorney/ County Clerk
3	Set mechanism to monitor the effective implementation of the protocols	District Attorney/ County Clerk

Checklist 2 – OCA Responsibility – Galveston Utilize

Task	Art. 17.02 Requires Office of Court Administration to Add More Information to the Public Safety Report (PSRS) – April 1, 2026	Agency
1	OCA to added various new elements to the PSRS, like community supervision and parole status, participation on pretrial intervention program, outstanding warrants and protective orders	OCA
2	Training of magistrates in the use/awareness of new elements when the system becomes operational	Personal Bond Office

Checklist 3 – OCA Responsibility – Galveston Utilize

Task	Art. 17.021 Requires Office of Court Administration to Allow Access to PSRS by District Attorney – January 1, 2026	Agency
1	OCA shall provide access to District Attorney to the PSRS	OCA
2	District Attorney to set protocol to utilize system and certify the staff that uses the system as TLETS compliant	District Attorney
3	Related is Section 17. Section 72.037 of Government Code – provide email to OCA to receive electronic bail form for each defendant whose bail is set in the county for an offense involving violence as defined by Article 17.03 CCP	District Attorney – OCA

Checklist 4 – OCA Responsibility – Galveston Waits Guidance

Task	Art. 17.021 Requires OCA to Integrate Their PSRS with the County Jail Records Management System and Case Management Systems – January 1, 2026	Agency
1	OCA to configure PSRS to integrate local jail records and court case management systems	OCA
2	Office of Information Technology to monitor and access grant funds under the program for the costs of integrating into the PSRS	Galveston Office of Information Technology

Checklist 5 – Galveston County Responsibility

Task	Section 3, Article 17.027 Same County Policy Related to Felon Released on Bail and Another Offense in Same County – September 1, 2025	Agency
1	Set protocols for magistrate to identify felons released on bail Galveston County coming back with a new felony in Galveston County to notify the courts	In Place Since SB 6 in 2021
2	Protocols to assign case to previous offense court, or court designated in writing to decide on new bail	In Place Since SB 6 in 2021

Note: The notifications to other counties, or from other counties are not tracked by Galveston officials at this time

Checklist 6 – Galveston County Responsibility

Task	Section 3, Article 17.027 Other County Policy Related to Felon Released on Bail in One County and Committing a New Offense in Another County – January 1, 2026	Agency
1	Set protocols for magistrate to identify felons released on bail in another county who commit an offense in Galveston County to notify designee in another county within one business day for reviewing bond	In Place Since SB 6 in 2021
2	Protocols for other county to notify Galveston County of revocation, modification or reevaluation of previous bail decision Protocol for Galveston to notify other counties of revocation, modification or reevaluation of previous bail decision (Notification in place since SB 6 in 2021but SB 6 did not require the reevaluation of the bail decision by the other county and vice-versa) Issue to examine: County who owes original case must decide on their original bond decision but not clear if the county holding the person hold them in jail until the original court decides or the person can be released pending the original case judge decision on the bond	Needs new review by District Court Administration Personal Bond Office
3	What new protocol should be adopted in Galveston County to track request out to other counties and coming from other counties What documentation should be held by Galveston to make sure you have complied	To be reviewed by OCA, PBO and District Court Administration
	Language of this section below Waiting for OCA for any guidance at the time of this report	

* Note language below

Section 4, Article 17.027:
(2) if a defendant is taken before a magistrate for [charged with] committing an offense punishable as a felony while released on bail for another [pending] offense punishable as a felony and the subsequent offense was committed in a different county than the previous offense, electronic notice of the charge must be [promptly] given to the individual designated to receive electronic notices for the county in which the previous offense was committed, not later than the next business day after the date the defendant is taken before the magistrate, for purposes of the court specified by Subdivision (1) [for purposes of reevaluating the bail decision,] determining whether any bail conditions were violated or taking any other applicable action such as an action described by Subsection (a-1).

(a-1) If a defendant is taken before a magistrate for committing an offense punishable as a felony while released on bail for another offense punishable as a felony, the court before which the case for the previous offense is pending shall consider whether to revoke or modify the terms of the previous bond or to otherwise reevaluate the previous bail decision.

NOTE: No language saying that the county with the person cannot release on bail if the court of jurisdiction have not decided expeditiously.

Effective: January 1, 2026

Art. 17.029. REVIEW OF BAIL DECISION. (a) This article applies only to a bail decision:
(1) regarding a defendant charged with or arrested for an offense punishable as a felony; and
(2) that was made under Article 17.028 by the magistrate of a court that does not have jurisdiction to try the offense with which the defendant is charged.
(b) Notwithstanding any other law, a district judge in any county in which the offense for which the person was arrested will be tried or in any county in which the charge for that offense will be filed has jurisdiction to modify a bail decision to which this article applies, regardless of whether the defendant has been previously indicted or an information has been previously filed for the offense for which the defendant was arrested.

Checklist 7 – Galveston County Responsibility

Task	Article 17.03 Restrictions on Personal Bond – September 1, 2025	Agency
1	Set protocols to add to magistrate training and flag in computerized system persons for which new restrictions on granting Personal Bond apply or use PSRS flagging system if OCA implement	Personal Bond Office
2	Review Art. 17.092 to determine application to training of magistrates and set flag in computerized records to clearly identify cases subjected to this section	Personal Bond Office

Article 17.092:
Art. 17.092. REDUCTION IN AMOUNT OR CONDITIONS OF BOND PROHIBITED IN CERTAIN CIRCUMSTANCES. A magistrate described by Articles 2A.151(5)-(14) may not reduce the amount or conditions of bond set by the judge of a district court, including the judge of a district court in another county.

Checklist 8 – Galveston County Responsibility

Task	Article 27.20 Plea Guilty Felon Second Degree or Higher not Eligible for Community Supervision Needs to be Jailed after Plea and Before the Sentence – September 1, 2025	Agency
1	Administrative Judge to report on this to the judges to make sure this provision is implemented District Attorney to inform defense on the implementation of this provision	District Attorney, District Court Administrator

Article 27.20:
Art. 27.20. CONFINEMENT BEFORE SENTENCING ON PLEA OF GUILTY OR NOLO CONTENDERE FOR CERTAIN OFFENSES. If a defendant is adjudged guilty after entering a plea of guilty or nolo contendere for an offense listed in Article 42A.054(a) punishable as a felony of the second degree or any higher category of offense and for which the defendant is not eligible for community supervision under Article 42A.055 as provided by Article 42A.056, the court shall order that the defendant be taken into custody and confined until the defendant is sentenced.

Checklist 9 – Galveston County Responsibility

Task	Article 42.0195 Affirmative Finding Regarding Failure to Appear - September 1, 2025	Agency
1	Affirmative finding to be entered in the judgement or dismissal order if the judge determines that the defendant willfully failed to appear after the defendant was released from custody for the offense District Court dependent on OCA to issue a new Standardize Judgement Form	OCA to create form District Court Administrator monitors OCA process
2	County Court judgement form modifies locally	County Clerk working with County Court Administration
3	Examine issues important to defense as this policy is reviewed and adopted* (OCA may come with a standardize definition)	County and District Court Administrators working and Jay Wooten to review this
3	Circulate new judgement form once adopted	Coordinating Council

* Questions that should be examined:

Is there an accepted definition of "willfull"?
When and who will make the initial determination?
How will that data be gathered and kept?
How will the judge have access to it at time of plea/dismissal?
Will there be notice/ presentation of finding to the parties?
Will there be an opportunity to contest it?

Article 42.0195:
Art. 42.0195. FINDING REGARDING FAILURE TO APPEAR. In the disposition of a criminal case involving any offense punishable as a Class B misdemeanor or any higher category of offense, the judge shall make an affirmative finding of fact and enter the affirmative finding in the judgment or dismissal order in the case if the judge determines that the defendant willfully failed to appear after the defendant was released from custody for the offense. The affirmative finding must include the number of times the defendant failed to appear for the offense.

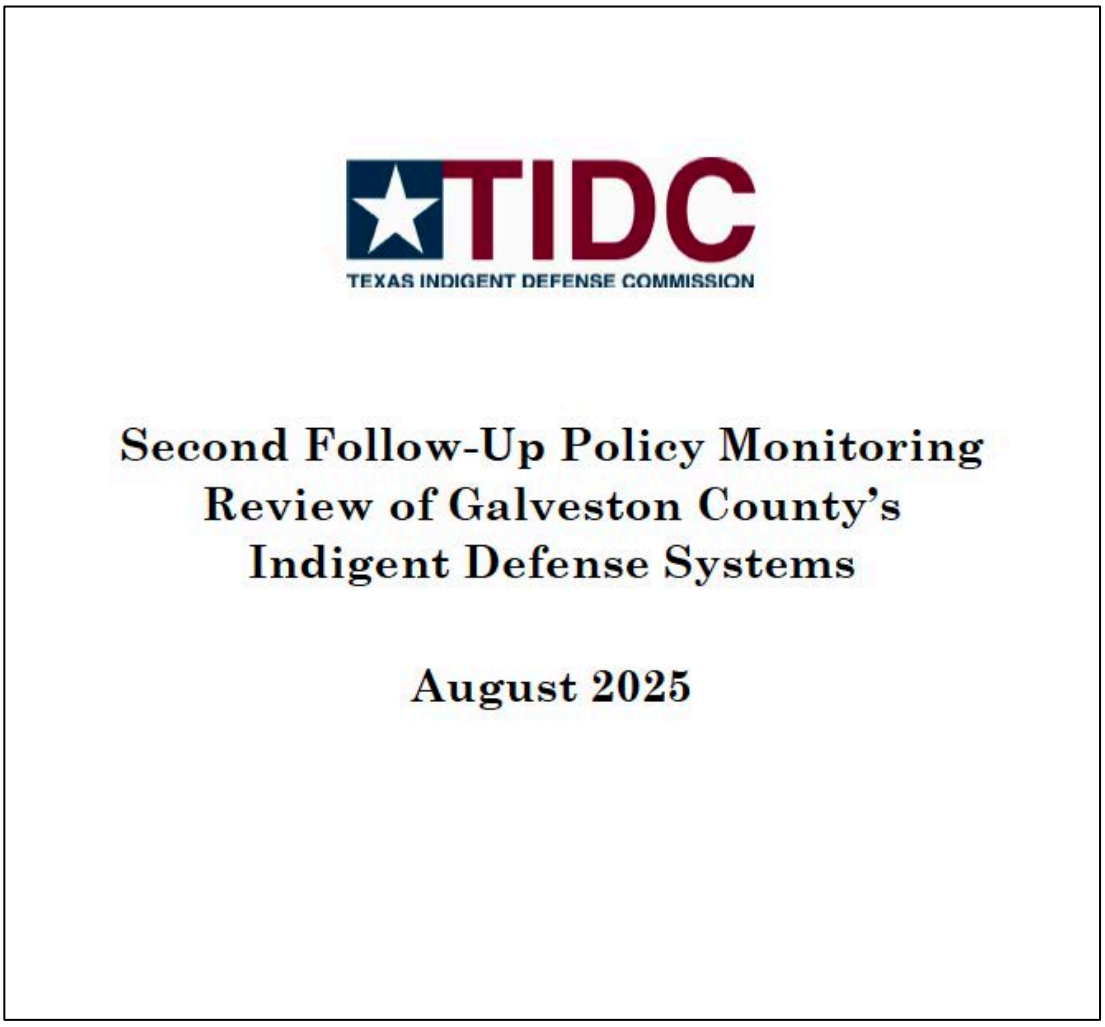
Checklist 10 – Galveston County Responsibility

Task	Article 56A.051 CCP New Victim Notification Right Added - September 1, 2025	Agency
1	Set protocols for District Attorney notification at request of victim as to whether the defendant has fully complied with any conditions of the defendant's bail	District Attorney Victim Advocate
2	Related Section 18, Section 51A.003 (b), Human Resource Code provides for victims "to provide information to the local prosecutor that will be helpful to a magistrate setting bail if the person committing the offense is arrested"	District Attorney Victim Advocate

Checklist 11 – Galveston County Responsibility

Task	HB 75 Amends Article 15.17 CCP, (h) – September 1, 2025	Agency
1	Modify Magistrate Form to add "findings" by magistrates "that no probable cause exists to believe that a person committed the offense for which the person was arrested"	Personal Bond Office
2	Circulate form once adopted	Coordinating Council

Appendix 14: Executive Summary, Second Follow-Up Policy Monitoring Review of Galveston County's Indigent Defense Systems, August 2025



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Executive Summary

The Texas Indigent Defense Commission (TIDC) monitors local jurisdictions' compliance with the Fair Defense Act through policy reviews.[1] In this second follow-up review, TIDC observed court hearings, interviewed officials, and reviewed FY2024 data from Galveston County. After the 2025 review, two findings remain pending:

a. The courts did not follow the local standard of indigence set in the indigent defense plan.
b. Sample appointments of counsel in felony cases did not meet TIDC's 90% timeliness threshold.

TIDC thanks Galveston County officials and staff for their assistance in conducting this review. TIDC stands ready to provide technical and possibly financial assistance to remedy these issues. TIDC will attempt to conduct a third follow-up review regarding its findings within two years.[2]

Background

In June 2017, TIDC issued a limited scope review of Galveston County's felony and misdemeanor appointment procedures. The report found that counsel was not appointed timely in either felony or misdemeanor cases. In misdemeanor cases, some defendants with pending counsel requests entered uncounseled pleas. Additionally, in misdemeanor cases, jail docket attorneys did not always represent defendants beyond the week of their assignment, and defendants not wishing to enter a plea were left without means to resolve their cases. The review also addressed data reporting matters.

In March 2022, TIDC conducted a follow up review to evaluate whether the findings from the 2017 review had been satisfied. The review found that two of the five findings were satisfied, and the rest were left pending. (See chart below.)

[1] TEX. GOV'T CODE § 79.037(a)–(b).
[2] Title 1 TEX. ADMIN. CODE § 174.28(c)(2).

Table 1: History of Monitoring Findings

FDA Core Requirement	Description and Initial Year of Finding	Status after 2025 Review	
		Satisfied	Pending
2. Determination of Indigence	The courts did not follow the local standard of indigence set in the indigent defense plan. (2025)		✓
4. Prompt Appointment (felony)	Timeliness in sample felony cases did not meet TIDC's threshold for presuming a jurisdiction's processes ensure timely appointments. (2017)		✓
4. Prompt Appointment (misdemeanor)	Timeliness in sample misdemeanor cases did not meet TIDC's threshold for presuming a jurisdiction's processes ensure timely appointments. (2017)	✓ (2025)	
4. Prompt Appointment (misdemeanor)	Misdemeanor defendants with pending counsel requests entered uncounseled pleas. (2017)	✓ (2025)	
4. Prompt Appointment (misdemeanor)	Jail docket attorneys did not always represent misdemeanor clients beyond the term of the hearing. (2017)	✓ (2022)	
4. Prompt Appointment (misdemeanor)	Defendants who make bail after being represented by a jail docket attorney do not need to re-qualify as indigent. (2017)	✓ (2022)	

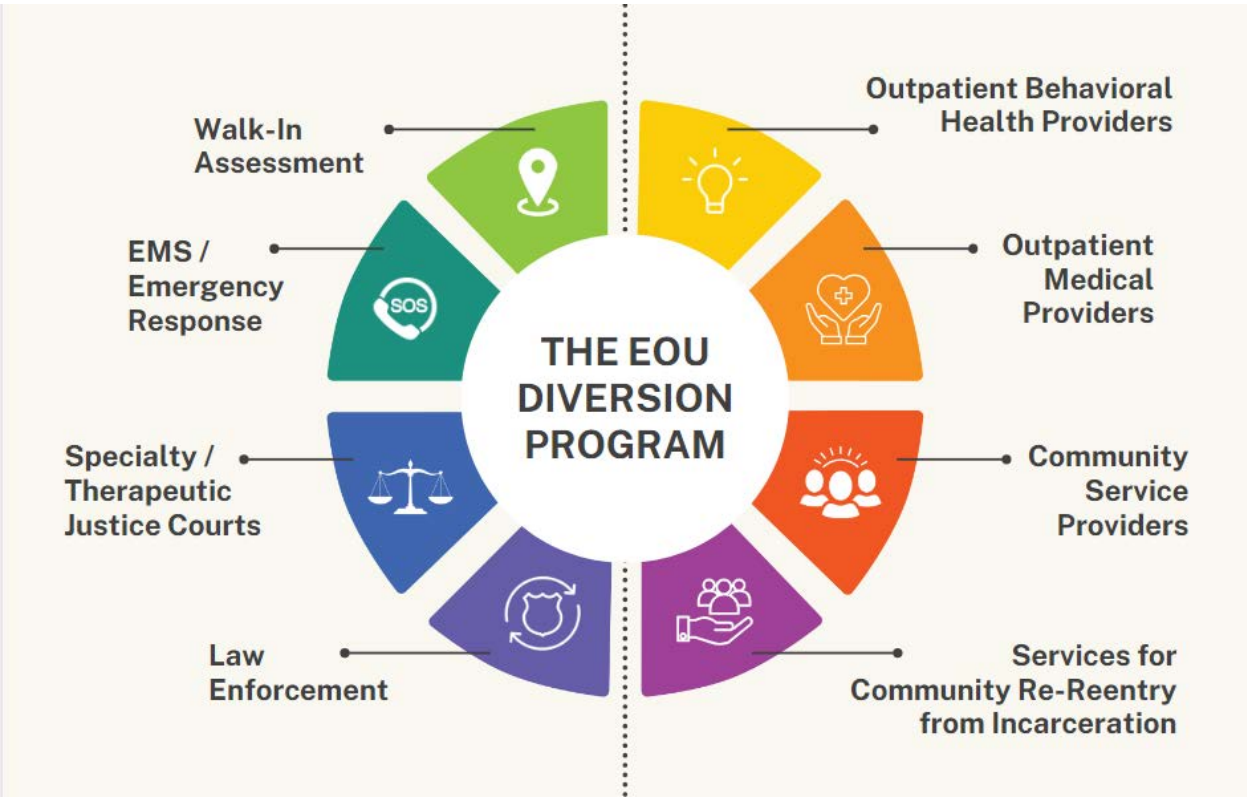
Appendix 15: Workplan Related to the Opening and Initial Operations of the MH Wellness Center Presented to the Coordinating Council on September 19, 2025

Goal: Identify Steps Related to the Opening and Initial Operations of the Center

Task	Description of Task	Agency Persons Responsible	Implementation Date	Status
1	Wellness Center Implementation Team	Dr. Devon Stanley, Gulf Coast Center (GCC) BT&T	February 3, 2025 Bi-Weekly Meetings	Ongoing
2	Facility Nurse Manager Hire- Bhagya Gangadharan, PNP	Dr. Renee Valdez, CMO GCC	April 14, 2025	Complete
3	Hiring/Staffing Plan for RNs, Therapists, Case Manager, Transportation Specialists, Administrative Specialist, (Four Job Fairs)	Kelsey Hoosier, GCC HR; PNP Bhagya Gangadharan	Recruiting/ hiring underway for all positions	Ongoing
4	UTMB Department of Psychiatry Contract for Facility Psychiatry	Dr. Renee Valdez CMO & Sarah Holt CNO GCC	May 22, 2025	Complete
5	Facility Use Agreement	Jerry Freshour; GCC; Veronica Van Horn, Galveston County	August 1, 2025	Complete
6	Furniture Purchasing	Galveston County	Complete	Complete
7	Medical Equipment & Supplies Purchases	Sam Tingle, GCC	Ongoing	Ongoing
8	Requests for Proposals for After-Hours Tele-Psychiatry	Dr. Devon Stanley, BT&T; Dr. Renee Valdez, CMO GCC	RFP Closed September 15, 2025	Determining Contractor
9	Direct Care Contract with Wood Group	Jerry Freshour, GCC	September 15, 2025	Complete
10	Pharmacy Contracting	Sarah Holt, CNO, GCC	October 1, 2025	Pending
11	Development Staff Training & Orientation Plan for all Positions	Kelsey Hoosier, GCC HR; PNP Bhagya Gangadharan	September 15, 2025	Complete
12	Policy & Procedure Development Admission/Discharge/Medical	Dr. Renee Valdez, CMO GCC	Complete	Complete
13	UTMB Department of Psychiatry & Residents Onboarding Including Simulated Admissions	Dr. Michael Stone, UTMB; Dr. Renee Valdez, GCC	September 22	Ongoing
14	Sheriff Office Review of Facility Security Systems	Misty Witmer; Chief Deputy Melencio Villareal	Ongoing	Ongoing
15	Interlocal Agreement for Deputy & Security Supports	Tyler Drummond, Galveston County	RFP Closed September 12, 2025	Pending
16	Facility Training for GCC Staff for Life Safety, Alarms, Audio-Visual, Security & Access	LaJuan Harris, Turner Townsend	Late September	Pending
17	Develop flowchart depicting agencies/sources of intakes for Wellness Center	Jerry Freshour, GCC	Late September	In Development
18	Protocols for Clinically Appropriate Referrals to Wellness Center/ Inpatient/ ER for Referral Sources (Medical Exclusionary)	Dr. Renee Valdez, CMO GCC	Late September	In Development
19	Protocols for appropriate law enforcement referrals, affidavit required of referring LE agency accepting responsibility transportation	Sheriff Jimmy Fullen, Galveston County	To Be Determined	Pending
20	Sheriff-Police Chiefs Meeting: Protocols for appropriate law enforcement referrals, affidavit required of referring LE agency accepting responsibility for transportation; GCC Designation of Wellness Center & GCC Inpatient Beds as the "suitable mental health facilities" (Texas H&SC Chapter	Sheriff Jimmy Fullen, Galveston County; Felicia Jeffery, GCC CEO	To Be Determined	Pending

Task	Description of Task	Agency Persons Responsible	Implementation Date	Status
	573.001); GCC Telehealth Clinician Triage assistance to LE with best facility option			
21	Follow Up on Development of Law Enforcement Referral Protocols Based on Sheriff Discussion with Police Departments	Chief Deputy Melencio Villareal; Galveston County; Jerry Freshour, GCC	To Be Determined	Pending
22	Adopt agreed upon protocols and engage in reach-out/communications strategies to inform relevant agencies/other stakeholders of protocols	GCC/Relevant Agencies	To Be Determined	Pending
23	Integration of Sheriff Deputies Security and Supports	Chief Deputy Melencio Villareal; Galveston County; Jerry Freshour, GCC	To Be Determined	Pending
24	Architect Inspection, ADA Self Evaluation, & Facility Checklists Submission to HHSC	Sam Tingle, GCC Asset Maintenance	Upon Facility Completion	Pending
25	HHSC Pre-Operational Site Visit and Approval	Jerry Freshour, GCC	3 Weeks Prior to Opening	Pending
26	Test protocols at "soft opening" of center	GCC/Relevant Agencies	November 1, 2025	Pending
27	Evaluate protocols and make necessary adjustments Update flowchart and related documents	GCC/Relevant Agencies	December 1, 2025	Pending
28	Explore grant/foundation funding opportunities, identify and apply for funding	GCC/Relevant Agencies	Upon Release of Grants for Diversion/Deputy or Relevant Projects	Pending

Appendix 16: Galveston County Mental Health Wellness Center Intake Sources and Law Enforcement Referral Flow Chart



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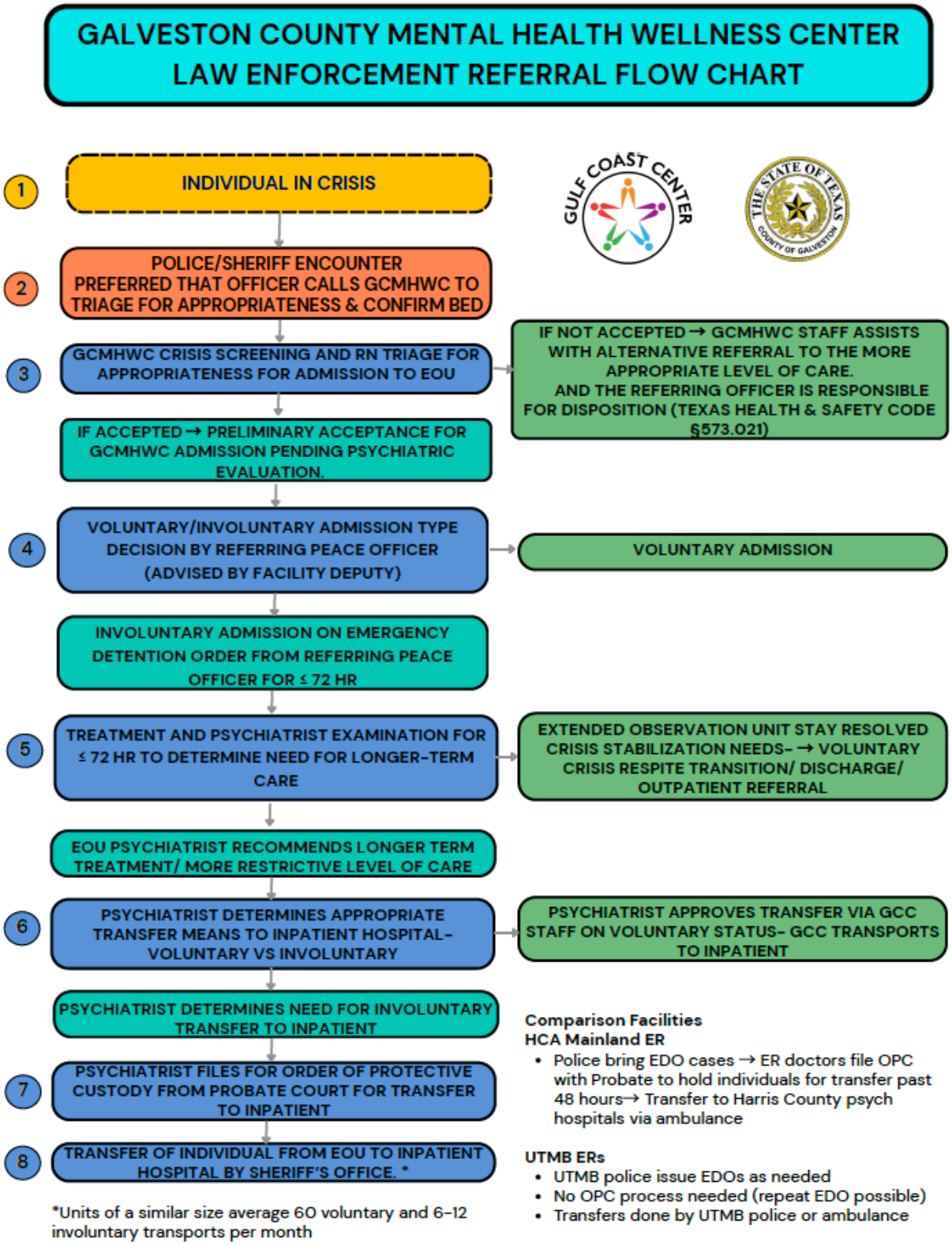
GALVESTON COUNTY MENTAL HEALTH WELLNESS CENTER
LAW ENFORCEMENT REFERRAL FLOW CHART
1
INDIVIDUAL IN CRISIS
2
POLICE/SHERIFF ENCOUNTER PREFERRED THAT OFFICER CALLS GCMHWC TO TRIAGE FOR APPROPRIATENESS & CONFIRM BED
3
GCMHWC CRISIS SCREENING AND RN TRIAGE FOR APPROPRIATENESS FOR ADMISSION TO EOU
IF NOT ACCEPTED → GCMHWC STAFF ASSISTS WITH ALTERNATIVE REFERRAL TO THE MORE APPROPRIATE LEVEL OF CARE. AND THE REFERRING OFFICER IS RESPONSIBLE FOR DISPOSITION (TEXAS HEALTH & SAFETY CODE §573.021)
IF ACCEPTED → PRELIMINARY ACCEPTANCE FOR GCMHWC ADMISSION PENDING PSYCHIATRIC EVALUATION.
4
VOLUNTARY/INVOLUNTARY ADMISSION TYPE DECISION BY REFERRING PEACE OFFICER (ADVISED BY FACILITY DEPUTY)
VOLUNTARY ADMISSION
INVOLUNTARY ADMISSION ON EMERGENCY DETENTION ORDER FROM REFERRING PEACE OFFICER FOR ≤ 72 HR
5
TREATMENT AND PSYCHIATRIST EXAMINATION FOR ≤ 72 HR TO DETERMINE NEED FOR LONGER-TERM CARE
EXTENDED OBSERVATION UNIT STAY RESOLVED CRISIS STABILIZATION NEEDS- → VOLUNTARY CRISIS RESPITE TRANSITION/ DISCHARGE/ OUTPATIENT REFERRAL
EOU PSYCHIATRIST RECOMMENDS LONGER TERM TREATMENT/ MORE RESTRICTIVE LEVEL OF CARE
6
PSYCHIATRIST DETERMINES APPROPRIATE TRANSFER MEANS TO INPATIENT HOSPITAL- VOLUNTARY VS INVOLUNTARY
PSYCHIATRIST APPROVES TRANSFER VIA GCC STAFF ON VOLUNTARY STATUS- GCC TRANSPORTS TO INPATIENT
PSYCHIATRIST DETERMINES NEED FOR INVOLUNTARY TRANSFER TO INPATIENT
7
PSYCHIATRIST FILES FOR ORDER OF PROTECTIVE CUSTODY FROM PROBATE COURT FOR TRANSFER TO INPATIENT
8
TRANSFER OF INDIVIDUAL FROM EOU TO INPATIENT HOSPITAL BY SHERIFF'S OFFICE. *
*Units of a similar size average 60 voluntary and 6-12 involuntary transports per month
Comparison Facilities
HCA Mainland ER
• Police bring EDO cases → ER doctors file OPC with Probate to hold individuals for transfer past 48 hours→ Transfer to Harris County psych hospitals via ambulance
UTMB ERs
• UTMB police issue EDOs as needed
• No OPC process needed (repeat EDO possible)
• Transfers done by UTMB police or ambulance

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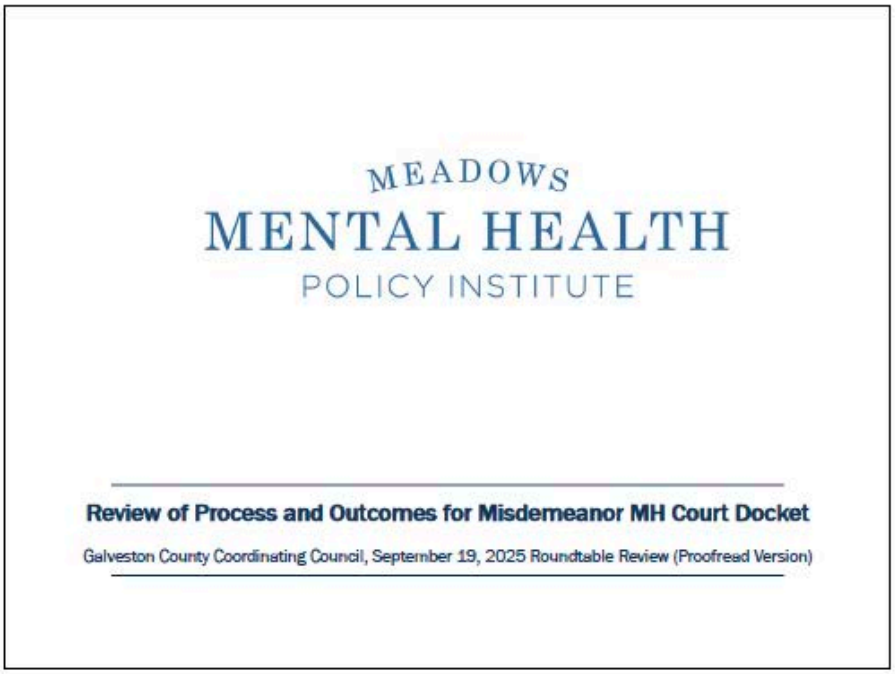
Appendix 17: Review of Process and Outcomes for Misdemeanor MH Court Docket for Coordinating Council Meeting of September 19, 2025



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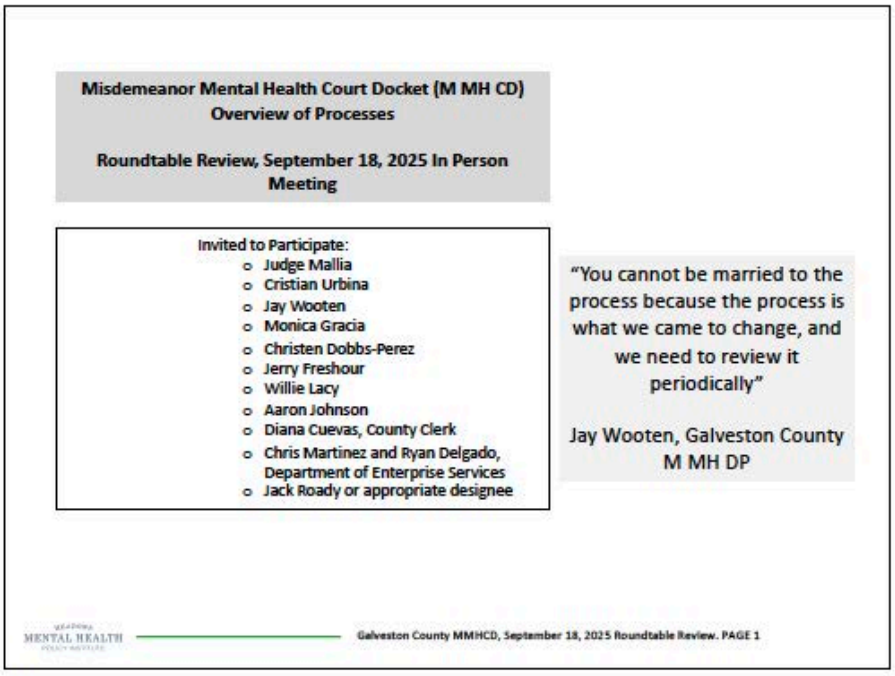


2

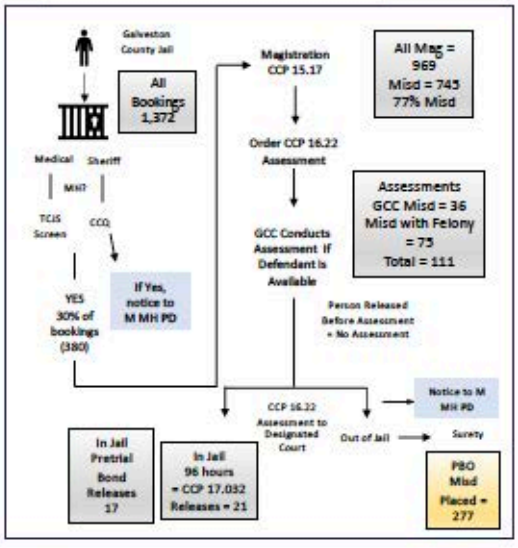
M MH CD Policy/Process Redesign

- Consolidation of cases from three county courts into the M MH **CD** is more efficient in funneling cases to the M MH **PD** and identifying defendants for treatment and representation
- The M MH **PD** provides wholistic representation with their caseworkers which by itself should provide more quality representation than assigned counsel
- The overall case dismissal rate of M MH **PD** is higher than overall dismissal rate for misdemeanor cases in the county courts and this is impacted by the M MH **PD** use of caseworker to connect defendant to GCC and make the case in court for dismissal based on the connection to treatment

3

Misdemeanor Mental Health Court Docket (MMHCD) Overview of Processes

June 2025 Statistics Unless Otherwise Stated



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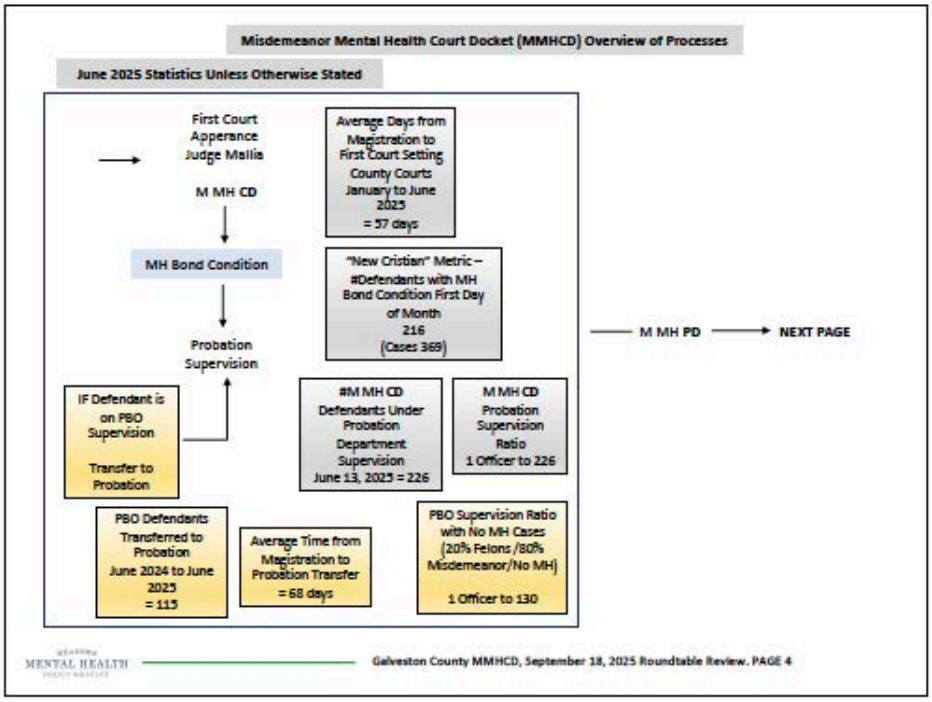
Misdemeanor Mental Health Court Docket (MMHCD) Overview of Processes
June 2025 Statistics Unless Otherwise Stated
First Court Apperance Judge Mallia
M MH CD
Average Days from Magistration to First Court Setting County Courts January to June 2025 = 57 days
MH Bond Condition
"New Cristian" Metric – #Defendants with MH Bond Condition First Day of Month 216 (Cases 369)
M MH PD
NEXT PAGE
Probation Supervision
IF Defendant is on PBO Supervision
Transfer to Probation
#M MH CD Defendants Under Probation Department Supervision June 13, 2025 = 226
M MH CD Probation Supervision Ratio 1 Officer to 226
PBO Defendants Transferred to Probation June 2024 to June 2025 = 115
Average Time from Magistration to Probation Transfer = 68 days
PBO Supervision Ratio with No MH Cases (20% Felons /80% Misdemeanor/No MH) 1 Officer to 130
MENTAL HEALTH
Galveston County MMHCD, September 18, 2025 Roundtable Review. PAGE 4

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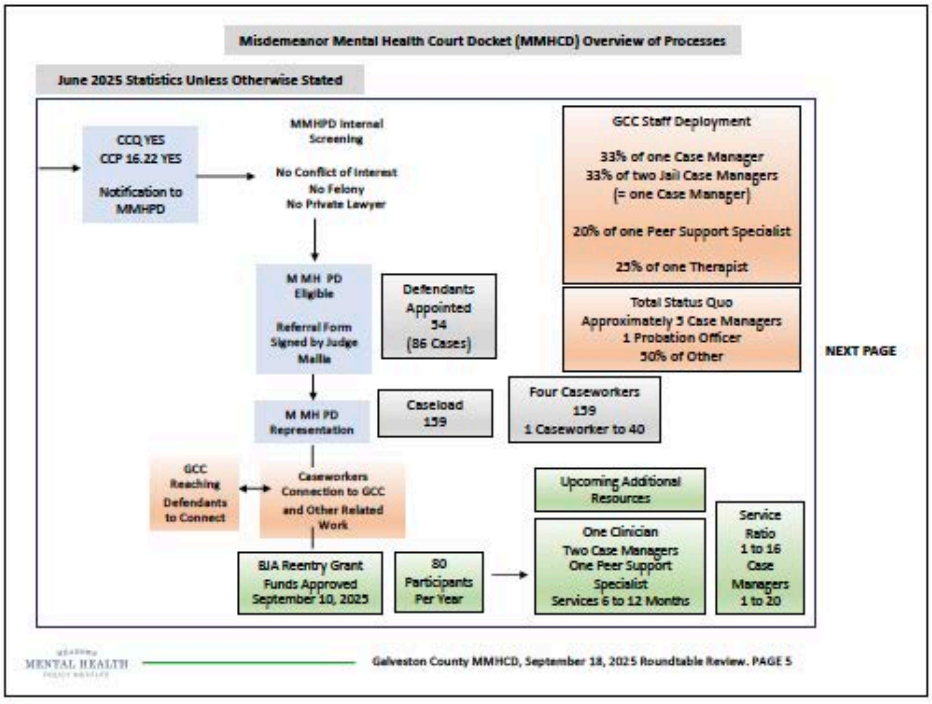
Misdemeanor Mental Health Court Docket (MMHCD) Overview of Processes
June 2025 Statistics Unless Otherwise Stated
CCQ YES
CCP 16.22 YES
Notification to MMHPD
MMHPD Internal Screening
No Conflict of Interest
No Felony
No Private Lawyer
GCC Staff Deployment
33% of one Case Manager
33% of two Jail Case Managers (= one Case Manager)
20% of one Peer Support Specialist
25% of one Therapist
M MH PD Eligible
Referral Form Signed by Judge Mallia
Defendants Appointed 34 (86 Cases)
Total Status Quo
Approximately 3 Case Managers
1 Probation Officer
50% of Other
NEXT PAGE
M MH PD Representation
Caseload 159
Four Caseworkers 159
1 Caseworker to 40
GCC Reaching Defendants to Connect
Caseworkers Connection to GCC and Other Related Work
Upcoming Additional Resources
BJA Reentry Grant Funds Approved September 10, 2025
80 Participants Per Year
One Clinician
Two Case Managers
One Peer Support Specialist
Services 6 to 12 Months
Service Ratio 1 to 16 Case Managers 1 to 20
MENTAL HEALTH
Galveston County MMHCD, September 18, 2025 Roundtable Review. PAGE 5

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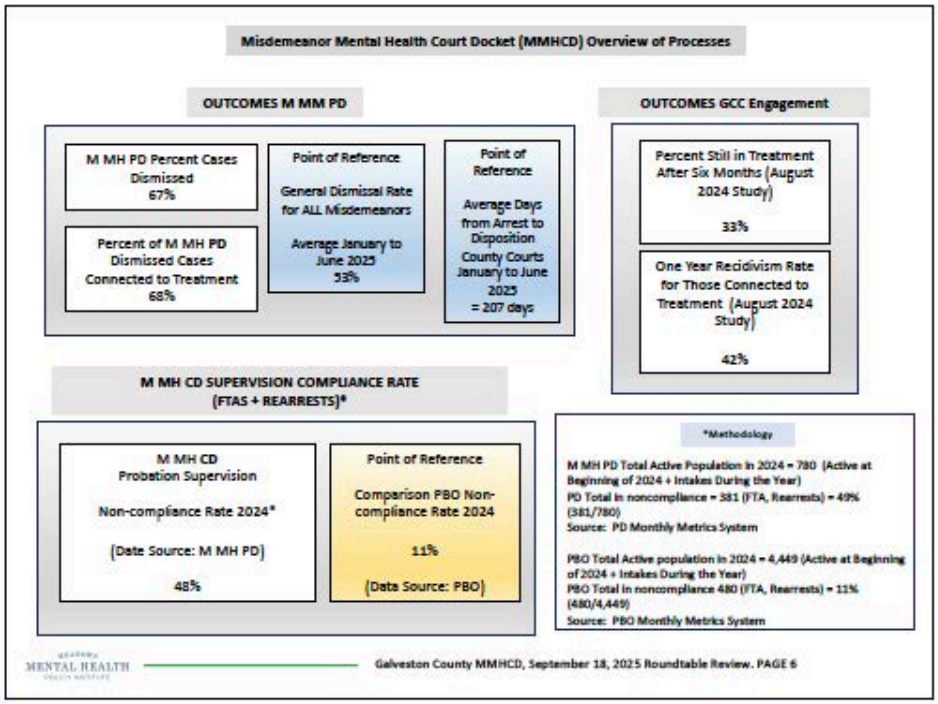
Misdemeanor Mental Health Court Docket (MMHCD) Overview of Processes
OUTCOMES M MM PD
M MH PD Percent Cases Dismissed 67%
Percent of M MH PD Dismissed Cases Connected to Treatment 68%
Point of Reference
General Dismissal Rate for ALL Misdemeanors
Average January to June 2025 53%
Point of Reference
Average Days from Arrest to Disposition County Courts January to June 2025 = 207 days
OUTCOMES GCC Engagement
Percent Still in Treatment After Six Months (August 2024 Study)
33%
One Year Recidivism Rate for Those Connected to Treatment (August 2024 Study)
42%
M MH CD SUPERVISION COMPLIANCE RATE (FTAS + REARRESTS)*
M MH CD Probation Supervision
Non-compliance Rate 2024*
(Date Source: M MH PD)
48%
Point of Reference
Comparison PBO Non-compliance Rate 2024
11%
(Data Source: PBO)
*Methodology
M MH PD Total Active Population in 2024 = 780 (Active at Beginning of 2024 + Intakes During the Year)
PD Total in noncompliance = 381 (FTA, Rearrests) = 49% (381/780)
Source: PD Monthly Metrics System
PBO Total Active population in 2024 = 4,449 (Active at Beginning of 2024 + Intakes During the Year)
PBO Total in noncompliance 480 (FTA, Rearrests) = 11% (480/4,449)
Source: PBO Monthly Metrics System
MENTAL HEALTH
Galveston County MMHCD, September 18, 2025 Roundtable Review. PAGE 6

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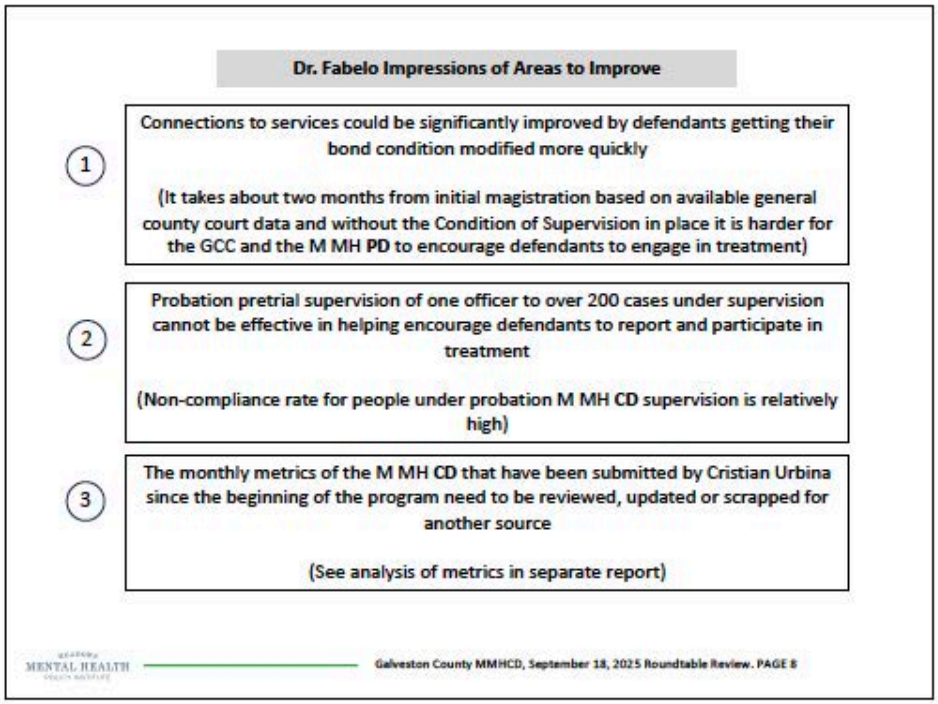
Dr. Fabelo Impressions of Areas to Improve
1
Connections to services could be significantly improved by defendants getting their bond condition modified more quickly
(It takes about two months from initial magistration based on available general county court data and without the Condition of Supervision in place it is harder for the GCC and the M MH PD to encourage defendants to engage in treatment)
2
Probation pretrial supervision of one officer to over 200 cases under supervision cannot be effective in helping encourage defendants to report and participate in treatment
(Non-compliance rate for people under probation M MH CD supervision is relatively high)
3
The monthly metrics of the M MH CD that have been submitted by Cristian Urbina since the beginning of the program need to be reviewed, updated or scrapped for another source
(See analysis of metrics in separate report)
MENTAL HEALTH
Galveston County MMHCD, September 18, 2025 Roundtable Review. PAGE 8

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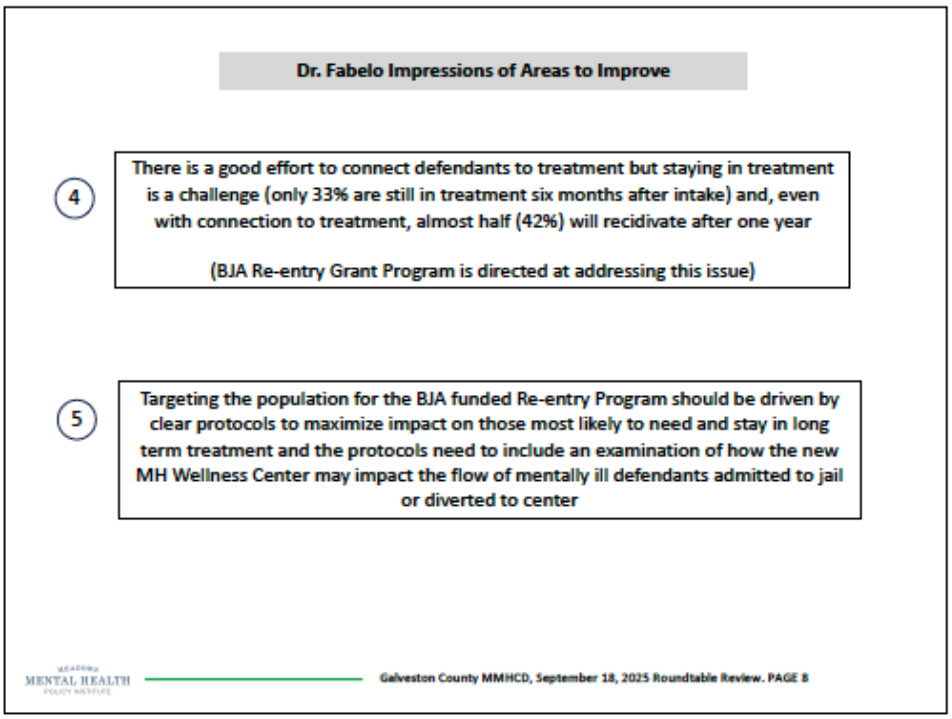
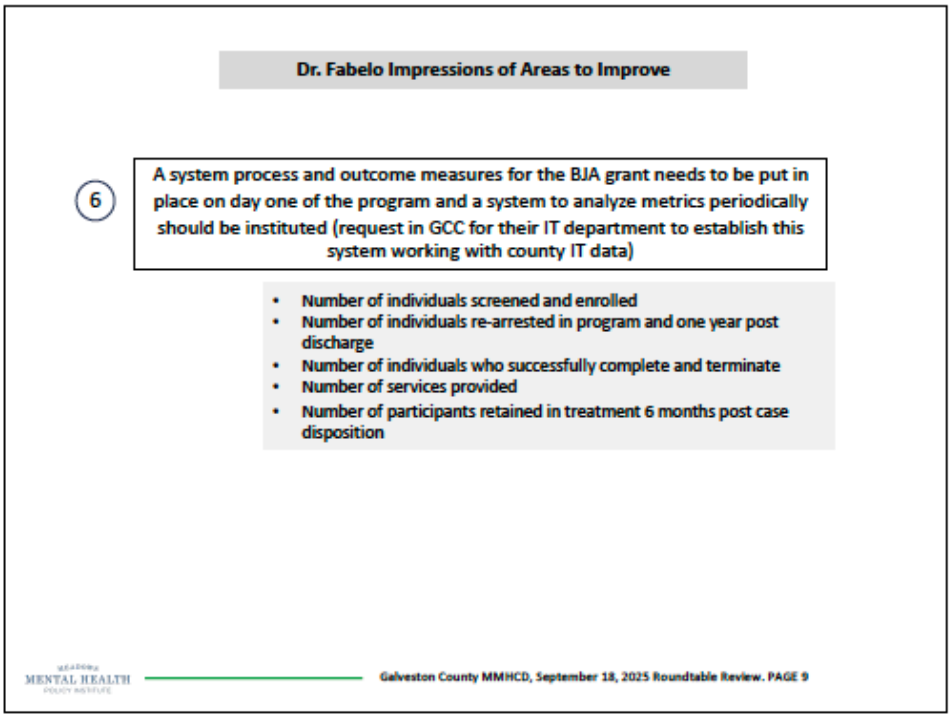

Dr. Fabelo Impressions of Areas to Improve
4
There is a good effort to connect defendants to treatment but staying in treatment is a challenge (only 33% are still in treatment six months after intake) and, even with connection to treatment, almost half (42%) will recidivate after one year
(BJA Re-entry Grant Program is directed at addressing this issue)
5
Targeting the population for the BJA funded Re-entry Program should be driven by clear protocols to maximize impact on those most likely to need and stay in long term treatment and the protocols need to include an examination of how the new MH Wellness Center may impact the flow of mentally ill defendants admitted to jail or diverted to center
MENTAL HEALTH POLICY INSTITUTE
Galveston County MMHCD, September 18, 2025 Roundtable Review. PAGE 8

9


Dr. Fabelo Impressions of Areas to Improve
6
A system process and outcome measures for the BJA grant needs to be put in place on day one of the program and a system to analyze metrics periodically should be instituted (request in GCC for their IT department to establish this system working with county IT data)
Number of individuals screened and enrolled
Number of individuals re-arrested in program and one year post discharge
Number of individuals who successfully complete and terminate
Number of services provided
Number of participants retained in treatment 6 months post case disposition
MENTAL HEALTH POLICY INSTITUTE
Galveston County MMHCD, September 18, 2025 Roundtable Review. PAGE 9

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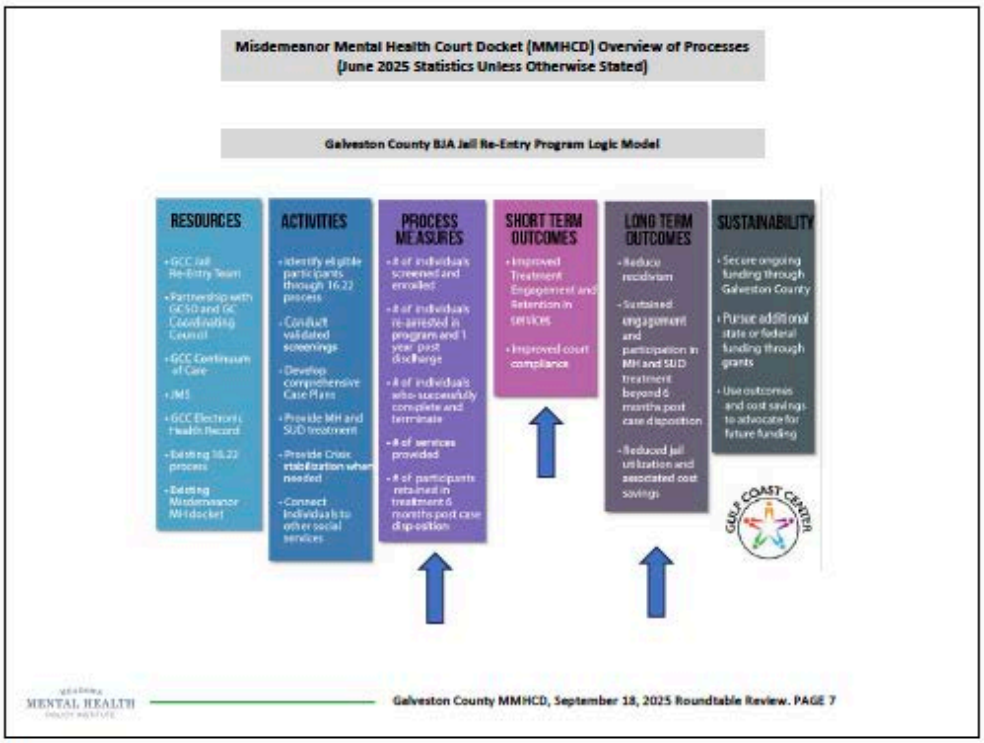
Misdemeanor Mental Health Court Docket (MMHCD) Overview of Processes
(June 2025 Statistics Unless Otherwise Stated)
Galveston County BJA Jail Re-Entry Program Logic Model
RESOURCES
ACTIVITIES
PROCESS MEASURES
SHORT TERM OUTCOMES
LONG TERM OUTCOMES
SUSTAINABILITY
GULF COAST CENTER
MENTAL HEALTH
Galveston County MMHCD, September 18, 2025 Roundtable Review. PAGE 7

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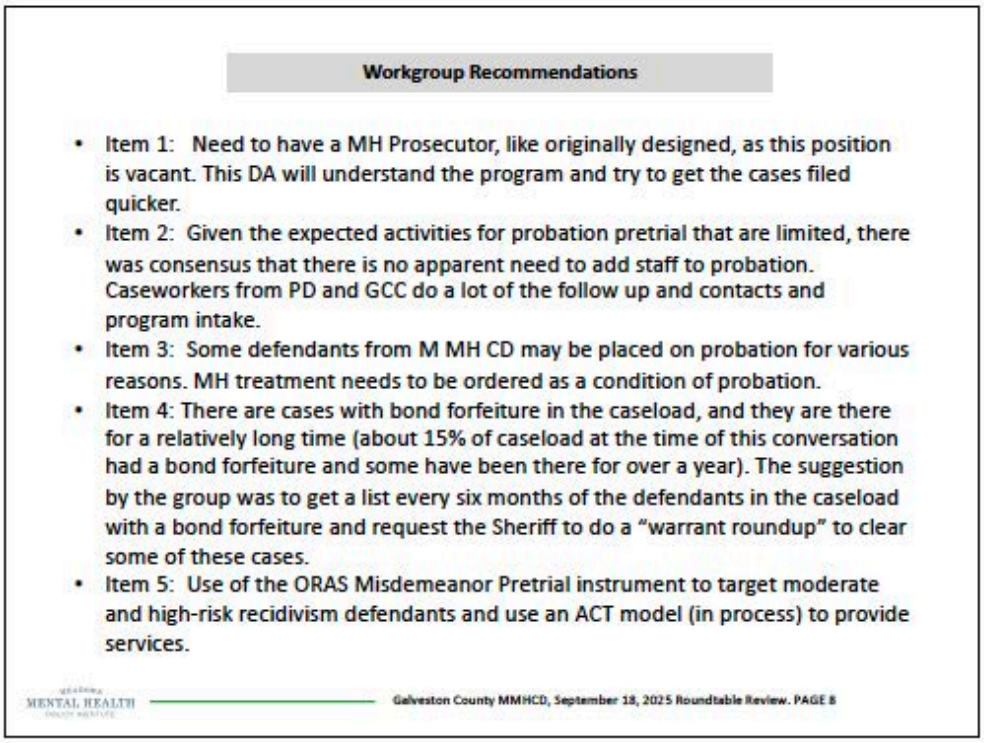
Workgroup Recommendations
Item 1: Need to have a MH Prosecutor, like originally designed, as this position is vacant. This DA will understand the program and try to get the cases filed quicker.
Item 2: Given the expected activities for probation pretrial that are limited, there was consensus that there is no apparent need to add staff to probation. Caseworkers from PD and GCC do a lot of the follow up and contacts and program intake.
Item 3: Some defendants from M MH CD may be placed on probation for various reasons. MH treatment needs to be ordered as a condition of probation.
Item 4: There are cases with bond forfeiture in the caseload, and they are there for a relatively long time (about 15% of caseload at the time of this conversation had a bond forfeiture and some have been there for over a year). The suggestion by the group was to get a list every six months of the defendants in the caseload with a bond forfeiture and request the Sheriff to do a "warrant roundup" to clear some of these cases.
Item 5: Use of the ORAS Misdemeanor Pretrial instrument to target moderate and high-risk recidivism defendants and use an ACT model (in process) to provide services.
MENTAL HEALTH
Galveston County MMHCD, September 18, 2025 Roundtable Review. PAGE 8

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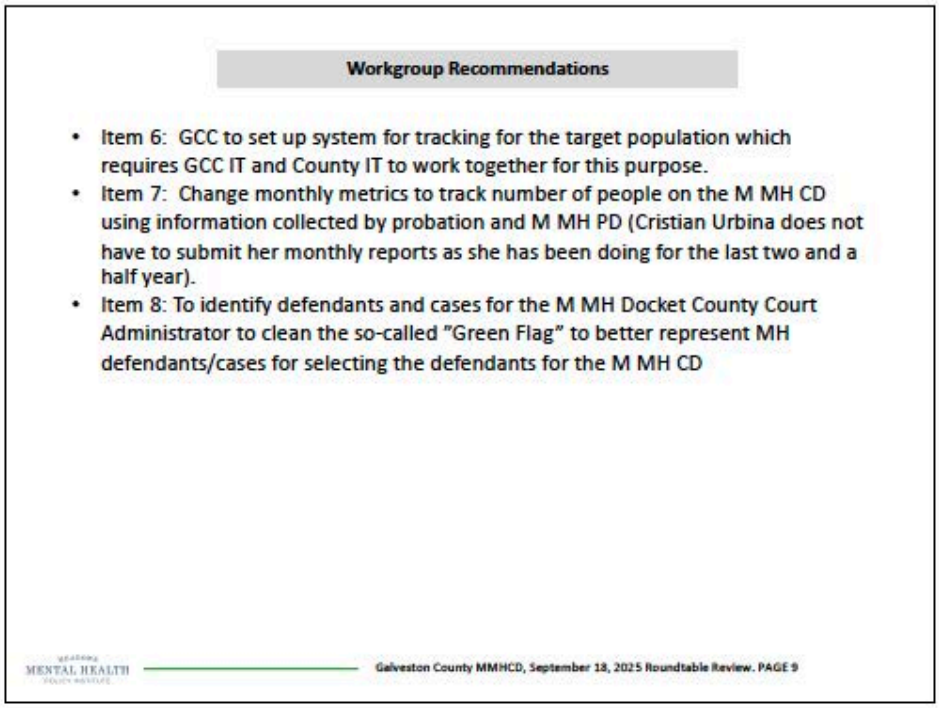
Workgroup Recommendations
• Item 6: GCC to set up system for tracking for the target population which requires GCC IT and County IT to work together for this purpose.
• Item 7: Change monthly metrics to track number of people on the M MH CD using information collected by probation and M MH PD (Cristian Urbina does not have to submit her monthly reports as she has been doing for the last two and a half year).
• Item 8: To identify defendants and cases for the M MH Docket County Court Administrator to clean the so-called "Green Flag" to better represent MH defendants/cases for selecting the defendants for the M MH CD
MENTAL HEALTH
Galveston County MMHCD, September 18, 2025 Roundtable Review. PAGE 9

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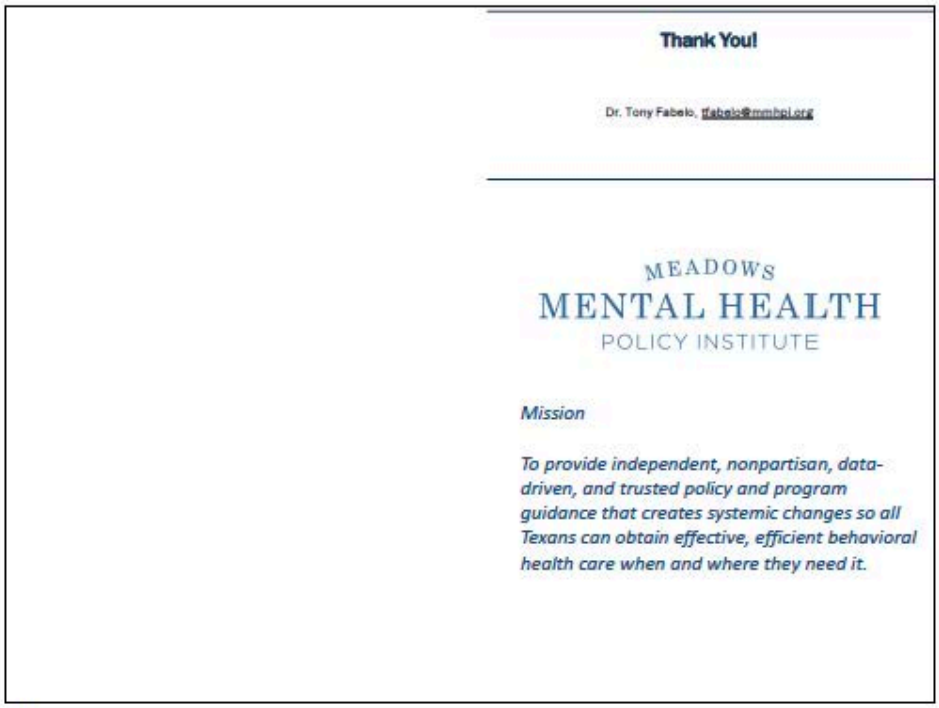
Thank You!
Dr. Tony Fabelo, tfabelo@mmhpi.org
MEADOWS
MENTAL HEALTH
POLICY INSTITUTE
Mission
To provide independent, nonpartisan, data-driven, and trusted policy and program guidance that creates systemic changes so all Texans can obtain effective, efficient behavioral health care when and where they need it.

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Appendix 18: GCC Mental Health Brochure for Training Sessions with Law Enforcement presented to Coordinating Council Meeting of December 4, 2025

Who is Appropriate to Refer to the Extended Observation Unit (EOU)

An EOU bridges the gap between the ER and inpatient hospitalization, providing a community-based crisis stabilization alternative. This short-term program supports recovery and readiness for continued treatment in the community so that individuals can then be safely managed at an outpatient level of care.

The EOU is not intended for individuals who require the inpatient hospital level of care or long-term care to stabilize, or for individuals requiring medical care for superseding medical conditions (example: requiring oxygen, communicable disease, active intoxication, suicide attempt without medical attention < 12 hrs,).

Who We Serve:

- Adults (18+) in mental health crisis
- Voluntary admissions
- Involuntary admissions on Emergency Detention Order/Court Ordered Treatment
- Referrals from law enforcement, EMS, Hospitals, and Community Providers
- Referred by Galveston County Specialty Court or Galveston County Jail Diversion Programs

REFERRAL PROCESS

HOW TO REFER

Call ahead
- Confirm bed availability and appropriateness.

Upon arrival
- RN assessment/Crisis Screening

Admission type:
- Voluntary: individual self admits
- Involuntary: TX Health & Safety Code §573.021 (EDO ≤ 48 hrs)
- **If accepted:** admitted for stabilization and evaluation.
- **If not accepted:** staff assist in linking to a more appropriate level of care.

Goal:
- Accessible emergency mental health care in the community.
- Reduced unnecessary use of hospitals, ERs, and jail
- Law enforcement crisis and jail diversion resource

Contact Us

Galveston County Mental Health Wellness Center

Extended Observation Unit
Operated by Gulf Coast Center

Address: 1207 Oak St, La Marque, TX 77568
Referral Line: 409-XXX-XXXX
24-Hour Crisis Line: 1-866-729-3848
Email: eou@gulfcoastcenter.org
Website: www.gulfcoastcenter.org

Partners:
Galveston County
State of Texas

Working together to keep individuals in need of mental health care safe, connected, and supported in the community.

GULF COAST CENTER

Galveston County Mental Health Wellness Center

Extended Observation Unit

Providing Galveston County with a safe, short-term crisis stabilization alternative to emergency departments, psychiatric hospitals and jails for individuals in mental health crisis

What is an Extended Observation Unit?

An EOU is a 24/7 short-term behavioral health unit offering up to 48 hours of psychiatric evaluation, crisis stabilization, treatment and linkage to appropriate care to meet each person's crisis stabilization needs.

The EOU provides a calm, therapeutic environment designed to stabilize crisis in the community and reduce the need for hospitalization or incarceration.

EOU Specialized Services

- Psychiatric Evaluation
- Medication Management
- 24 Hr Nursing Care
- Therapy
- Case Management
- Life Skills Training
- Peer Support
- Transition to Outpatient
- Transition to Inpatient Care as Needed
- Step Down Transition from Inpatient Care as Needed
- Average Stay: 24-72 hours

How does an EOU Differ from an ER or Inpatient Hospital?

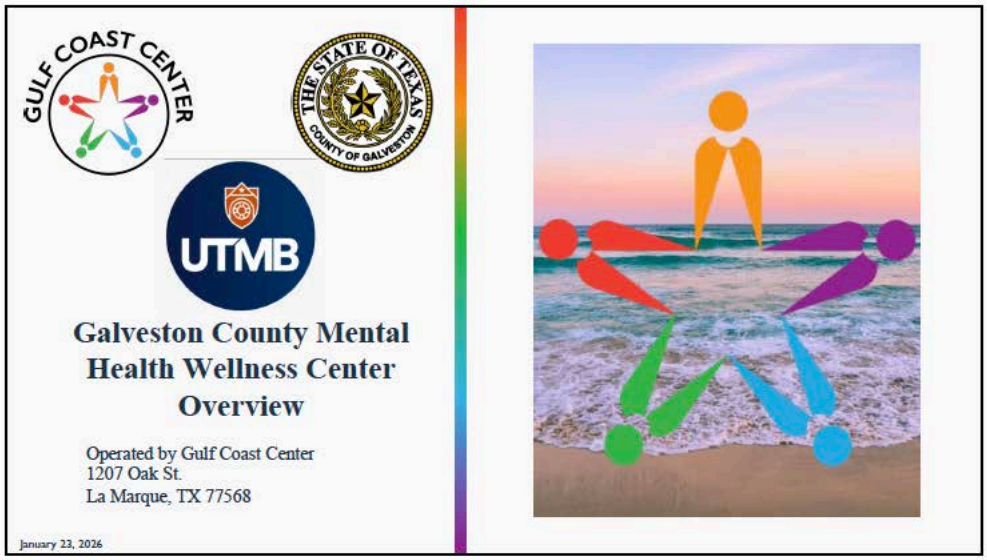
Setting:	Emergency Room (ER)	Extended Observation Unit (EOU)	Inpatient Psychiatric Hospital
Primary Purpose	Immediate medical stabilization for life-threatening conditions or injuries	Short-term behavioral health stabilization and psychiatric observation	Ongoing psychiatric treatment for individuals requiring long-term or intensive care
Typical Length of Stay	Hours	24-72 hours	Days to weeks
Level of Medical Care	Intensive medical and psychiatric care	Psychiatry & Behavioral Health focused; Limited Medical Care	Moderate to High medical and psychiatric team available 24/7

Still unsure if the EOU is the right level of care?

Please contact the EOU and our mental health professionals will assist with linkage to the most appropriate and safe crisis stabilization resource.

UUU

Appendix 19: GCC Mental Health Wellness Center Overview and Intake, Assessment and Program Protocols, Report to the Coordinating Council, January 23, 2026



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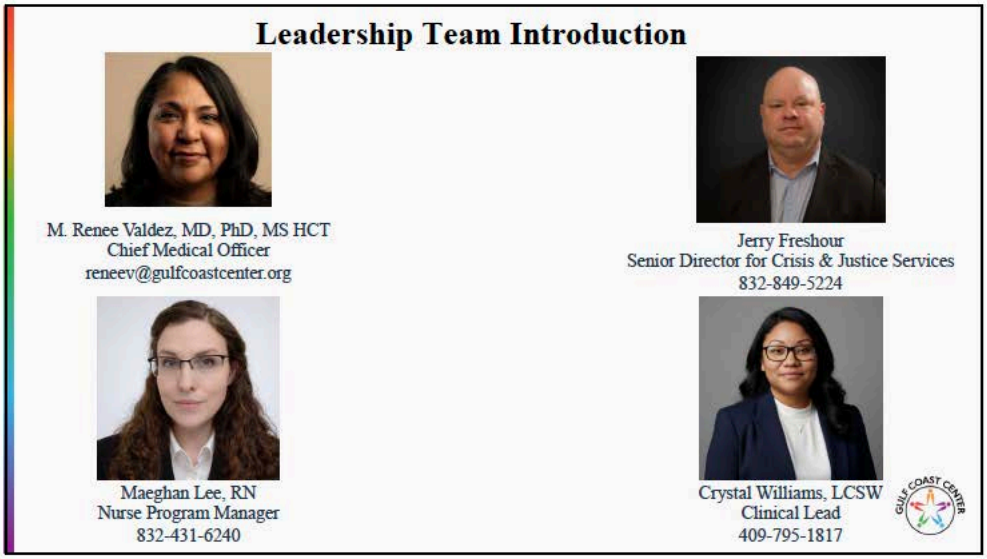


2

Staff Roles Overview

Psychiatric Provider
- Conducts evaluations
- Determines medication needs
- Oversees clinical decision-making

Registered Nurses (RNs)
- Intake screening and vitals
- Medication administration
- Ongoing monitoring
- Medical triage decisions

Case Managers (Qualified Mental Health Professional)
- Conduct Crisis Assessment
- Observation & documentation
- Supportive interventions
- Assist with ADLs and safety

Licensed Clinicians
- Licensed Therapists/Counselor
- Provide crisis intervention
- Facilitate brief therapy
- Safety planning
- Coordinate discharge resources

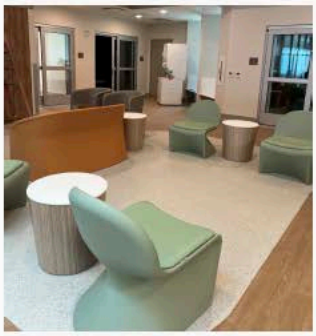
Program Leadership
- Ensures quality of care
- Oversees compliance and operations
- Coordinates with community partner

3

What Services Can Clients Receive at Wellness Center

- Psychiatric evaluation.
- 24-hour nursing and psychiatric oversight.
- Medication management.
- Crisis-focused therapy and support.
- Safe, calming environment for stabilization.
- Warm handoff to outpatient or inpatient services as needed.

Only adults can receive services at the Wellness Center



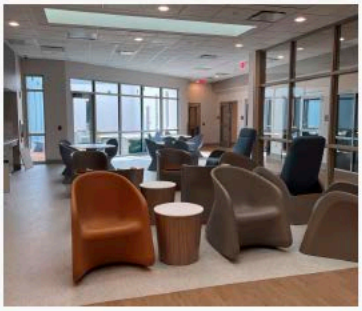
4

Extended Observation and Crisis Respite Support

Extended Observation Unit (EOU) is the most comprehensive resource to assess and stabilize individual in crisis

Can serve up to twelve individuals at the time with nine (9) beds in private rooms and three (3) 23-hour observations beds

Respite Center also provides 12 Crisis Respite Beds for up to 14 days of voluntary stabilization, development of service plans and connection to outpatient resources



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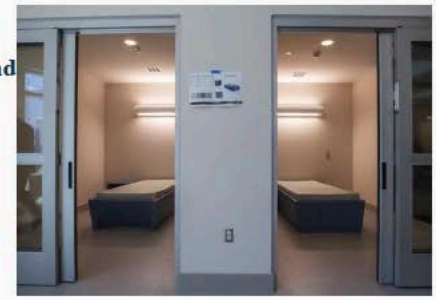
What Is the Extended Observation Unit (EOU)?

- The Extended Observation Unit (EOU) is a 24/7 short-term behavioral health stabilization program for adults experiencing a mental health crisis
- Average stay is 24–72 hours
- The EOU provides psychiatric evaluation, crisis stabilization, and linkage to continued care
- The EOU is designed to keep individuals safe and reduce unnecessary ER visits or incarceration

6

For Whom is the EOU Appropriate?

- Individual is in psychiatric crisis but medically stable
- Individual needs short-term observation and stabilization
- Individual is not exhibiting acute medical issues requiring ER care
- Individual need evaluation before determining ongoing care needs



7

What the EOU Is Not?

The Extended Observation Unit (EOU) is NOT:

- A medical unit or ER substitute for medical emergencies.
- A long-term psychiatric care.
- A program for individuals requiring intensive medical support.
- A placement for individuals medically unstable or unable to participate in treatment.

8

ER vs EOU vs Inpatient

ER:

- Immediate medical stabilization for life-threatening conditions
- Length of stay: hours

EOU:

- Short-term behavioral health stabilization
- Length of stay: 23–72 hours. Ideally no more than 48 hours

Inpatient:

- Long-term psychiatric treatment
- Length of stay: days to weeks

9

What are the Referral Sources That We Can Serve

1. Walk-ins when fully operational will screened and assessed
2. Individuals on Peace Officer Emergency Detention Orders (EDOs) or Voluntary Admission
3. Court-ordered referrals/MMHPD referrals as part of Misd. MH Court Docket
4. Referrals from:
    - Law Enforcement
    - County Jail Diversion
    - EMS
    - ERs
    - Hospitals
    - GCC MCOT & Co-Response Teams
    - Community providers

10

Referral Process

From law enforcement:

Law enforcement should call for consultation to get guidance from clinicians for most appropriate drop-off options.

Law enforcement should call even it they have an Emergency Detention Order (EDO)

For other agencies: call for consultation as to appropriate drop-off options

ONE DEDICATED REFFERAL PHONE NUMBER PENDING SET UP

Note:

If not accepted staff can assist in linking to a more appropriate level of care.

This may include ER or inpatient psychiatric services

Goal is to streamline admissions process to the drop off officer can take the person to next level of care if necessary

11

Screening to Determine if a Person is Appropriate for the EOU

- Start: Is the individual 18 or older?
  - If no → Not eligible.
  - If yes → Next.
- Is the individual in a mental health crisis needing immediate psychiatric stabilization?
  - If no → Refer to outpatient or community services.
  - If yes → Next.
- Is the individual medically stable?

(Stable vitals, no chest pain, no uncontrolled diabetes, no respiratory issues, no fever/infection)

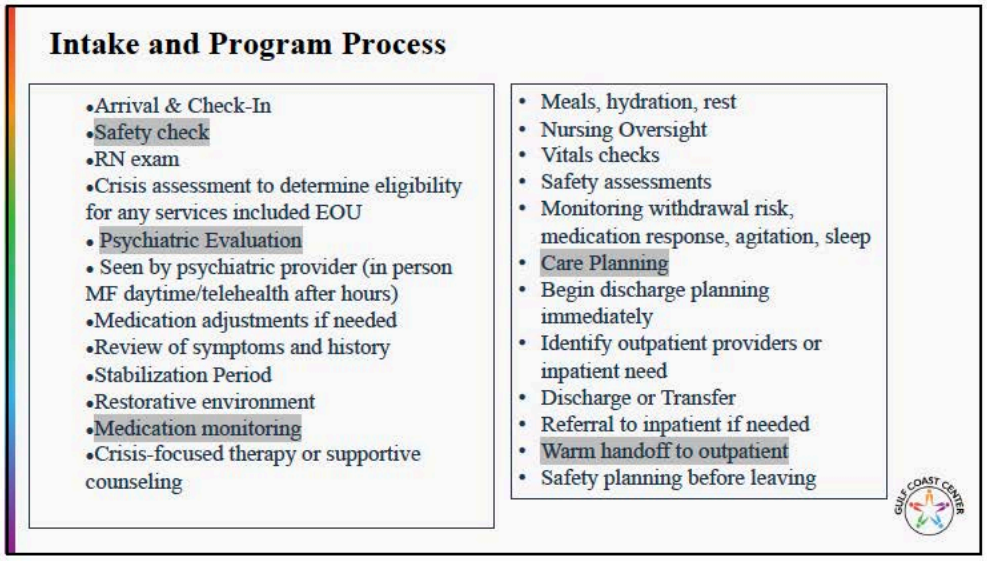
  - If no → Send to ER.
  - If yes → Next.
- Does the individual require IV fluids, oxygen, suction, feeding tubes, dialysis, or nursing-home-level care?
  - If yes → ER or medical unit.
  - If no → Next.

- ✓ Is the person safe to participate in psychiatric evaluation and treatment?

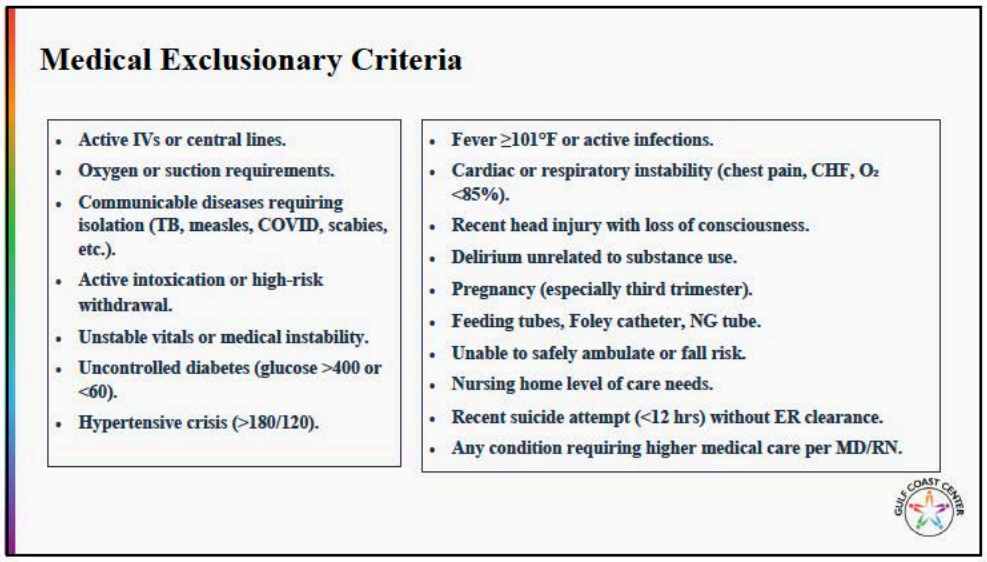
(Oriented enough to engage; not actively delirious unless substance-related)

  - If no → ER for medical clearance.
  - If yes → Next.
- ✓ Is the referral voluntary OR under a valid Emergency Detention Order?
  - If no → Clarify legal status.
  - If yes → EOU is appropriate.
- ✓ Final Decision:
  - If medically stable + psychiatric crisis + no exclusionary criteria → Appropriate to stay in EOU.

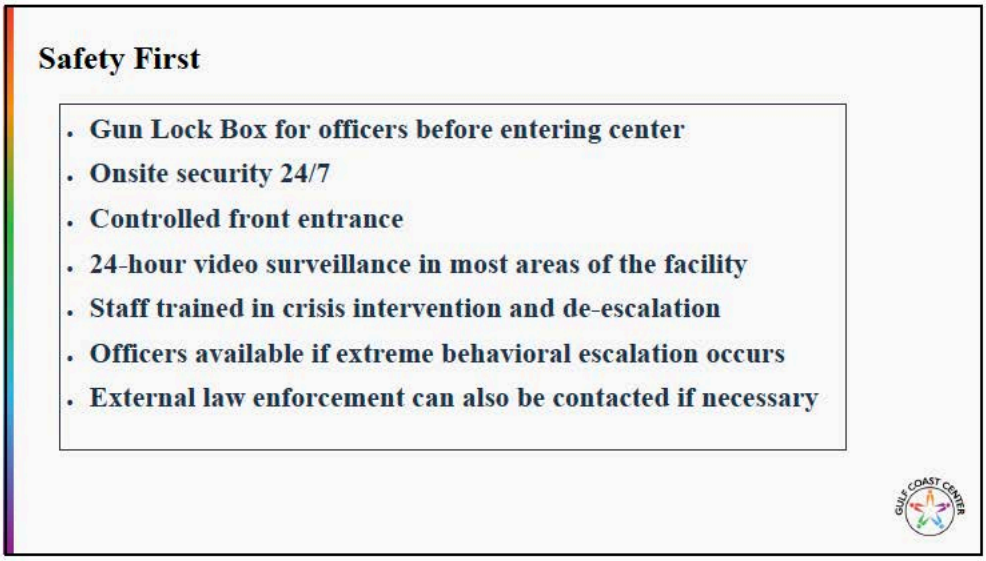
12


Intake and Program Process
•Arrival & Check-In
•Safety check
•RN exam
•Crisis assessment to determine eligibility for any services included EOU
• Psychiatric Evaluation
• Seen by psychiatric provider (in person MF daytime/telehealth after hours)
•Medication adjustments if needed
•Review of symptoms and history
•Stabilization Period
•Restorative environment
•Medication monitoring
•Crisis-focused therapy or supportive counseling
• Meals, hydration, rest
• Nursing Oversight
• Vitals checks
• Safety assessments
• Monitoring withdrawal risk, medication response, agitation, sleep
• Care Planning
• Begin discharge planning immediately
• Identify outpatient providers or inpatient need
• Discharge or Transfer
• Referral to inpatient if needed
• Warm handoff to outpatient
• Safety planning before leaving
GULF COAST CENTER

13


Medical Exclusionary Criteria
Active IVs or central lines.
Oxygen or suction requirements.
Communicable diseases requiring isolation (TB, measles, COVID, scabies, etc.).
Active intoxication or high-risk withdrawal.
Unstable vitals or medical instability.
Uncontrolled diabetes (glucose >400 or <60).
Hypertensive crisis (>180/120).
Fever ≥101°F or active infections.
Cardiac or respiratory instability (chest pain, CHF, O₂ <85%).
Recent head injury with loss of consciousness.
Delirium unrelated to substance use.
Pregnancy (especially third trimester).
Feeding tubes, Foley catheter, NG tube.
Unable to safely ambulate or fall risk.
Nursing home level of care needs.
Recent suicide attempt (<12 hrs) without ER clearance.
Any condition requiring higher medical care per MD/RN.
GULF COAST CENTER

14


Safety First
Gun Lock Box for officers before entering center
Onsite security 24/7
Controlled front entrance
24-hour video surveillance in most areas of the facility
Staff trained in crisis intervention and de-escalation
Officers available if extreme behavioral escalation occurs
External law enforcement can also be contacted if necessary

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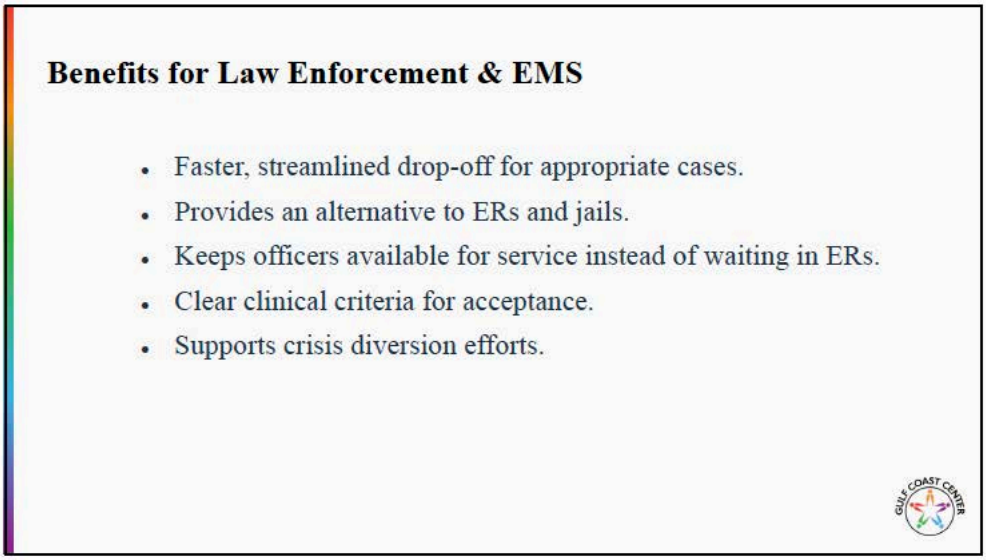
Benefits for Law Enforcement & EMS
Faster, streamlined drop-off for appropriate cases.
Provides an alternative to ERs and jails.
Keeps officers available for service instead of waiting in ERs.
Clear clinical criteria for acceptance.
Supports crisis diversion efforts.

16

8

Benefits for Hospitals & Providers

- Decreases psychiatric boarding.
- Provides short-term stabilization without occupying medical beds.
- Promotes continuity of care after discharge.
- Improves patient flow and reduces bottlenecks in emergency departments.

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What Families Should Expect

- Safe, supportive, structured environment.
- Immediate evaluation and crisis stabilization.
- Medical issues addressed through referral when needed.
- Discharge planning begins at admission.
- Connection to outpatient care or inpatient treatment as appropriate.

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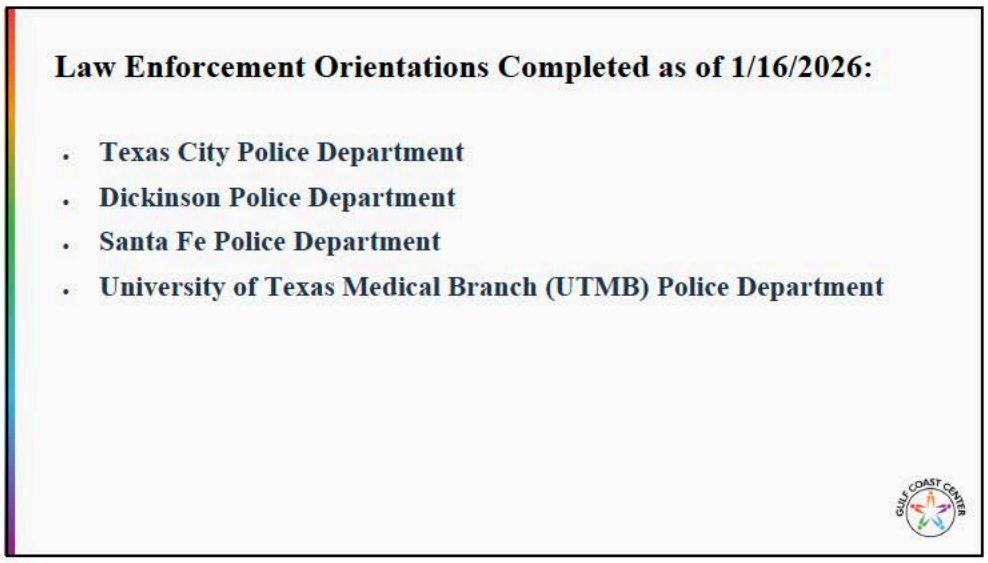
Law Enforcement Orientations Completed as of 1/16/2026:
Texas City Police Department
Dickinson Police Department
Santa Fe Police Department
University of Texas Medical Branch (UTMB) Police Department
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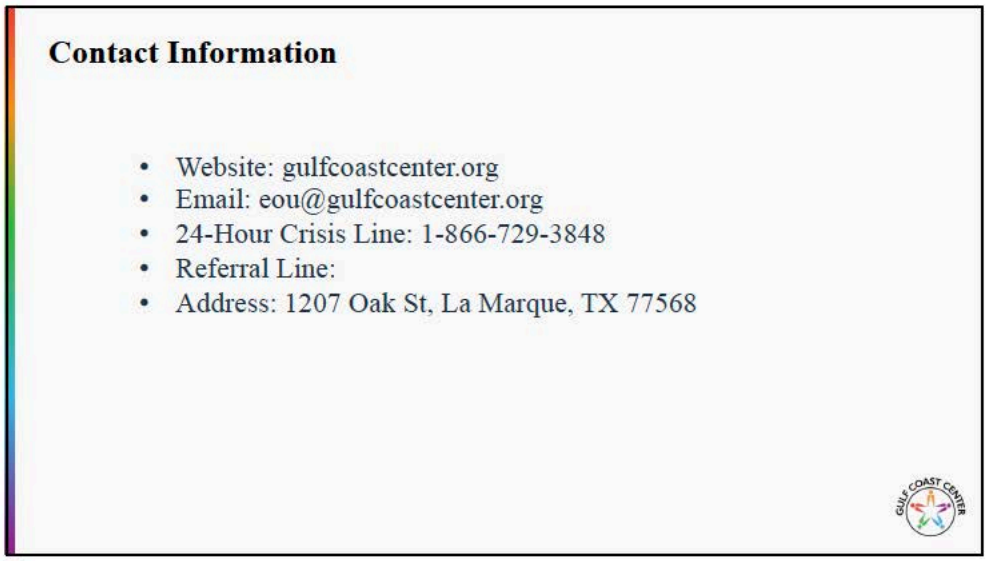
Contact Information
Website: gulfcoastcenter.org
Email: eou@gulfcoastcenter.org
24-Hour Crisis Line: 1-866-729-3848
Referral Line:
Address: 1207 Oak St, La Marque, TX 77568
GULF COAST CENTER

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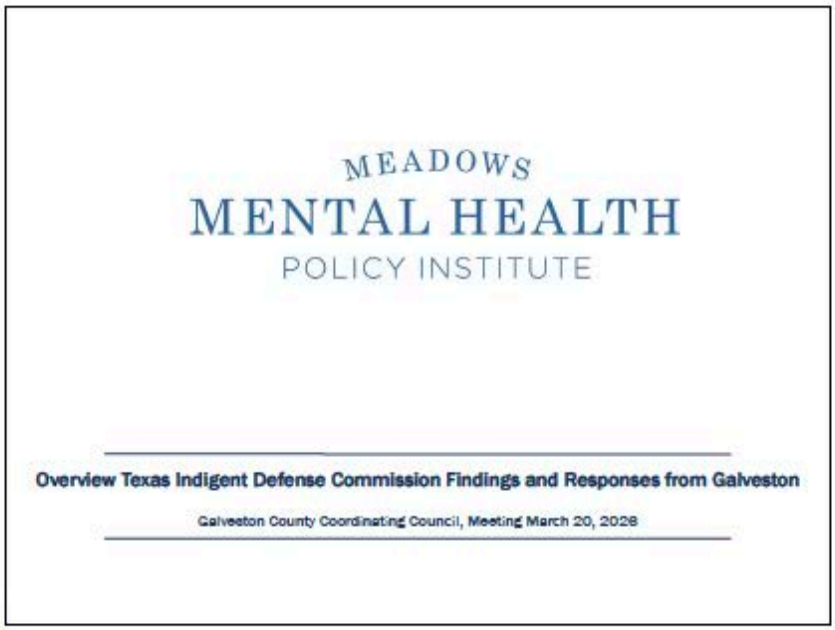
Appendix 20: Overview Texas Indigent Defense Commission Findings and Responses from Galveston, Report to the Coordinating Council, March 20, 2026



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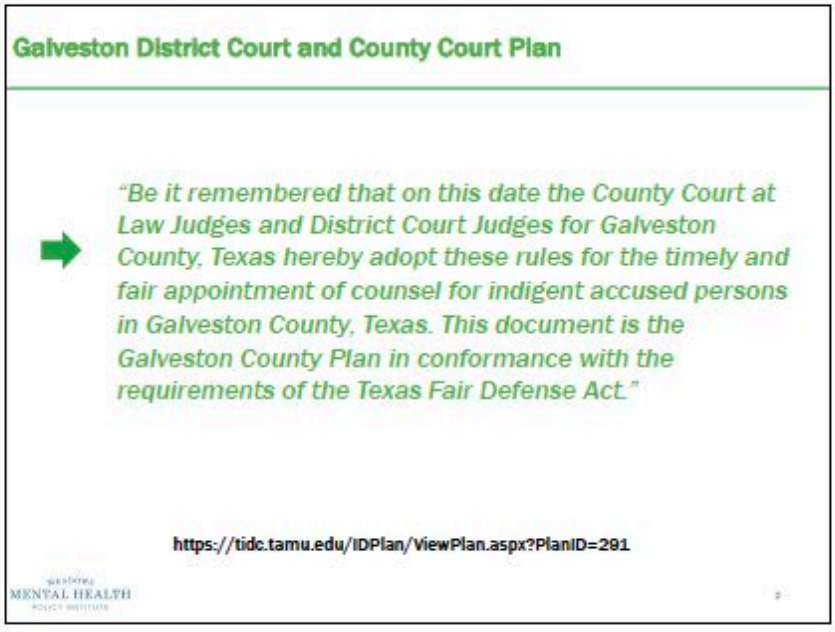

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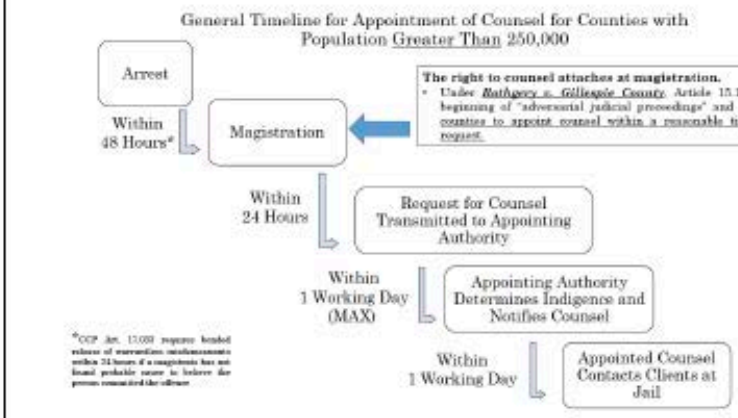
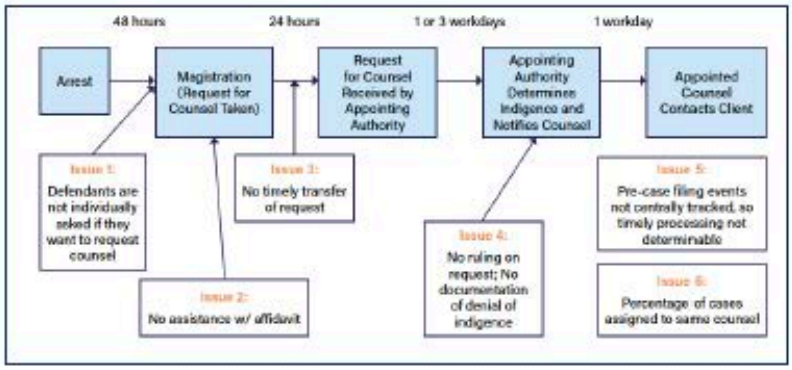
General Timeline for Appointment of Counsel



3

General Challenges to Meet the Timeline



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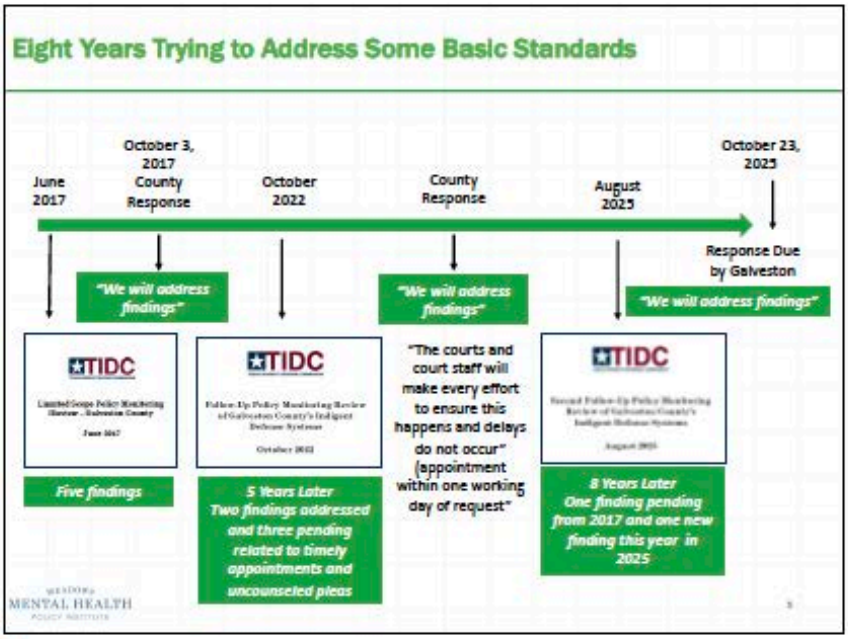
Eight Years Trying to Address Some Basic Standards
June 2017
October 3, 2017 County Response
October 2022
County Response
August 2025
October 23, 2025
Response Due by Galveston
"We will address findings"
"We will address findings"
"We will address findings"
TIDC
TIDC
TIDC
"The courts and court staff will make every effort to ensure this happens and delays do not occur" (appointment within one working day of request"
Five findings
5 Years Later Two findings addressed and three pending related to timely appointments and uncounseled pleas
8 Years Later One finding pending from 2017 and one new finding this year in 2025
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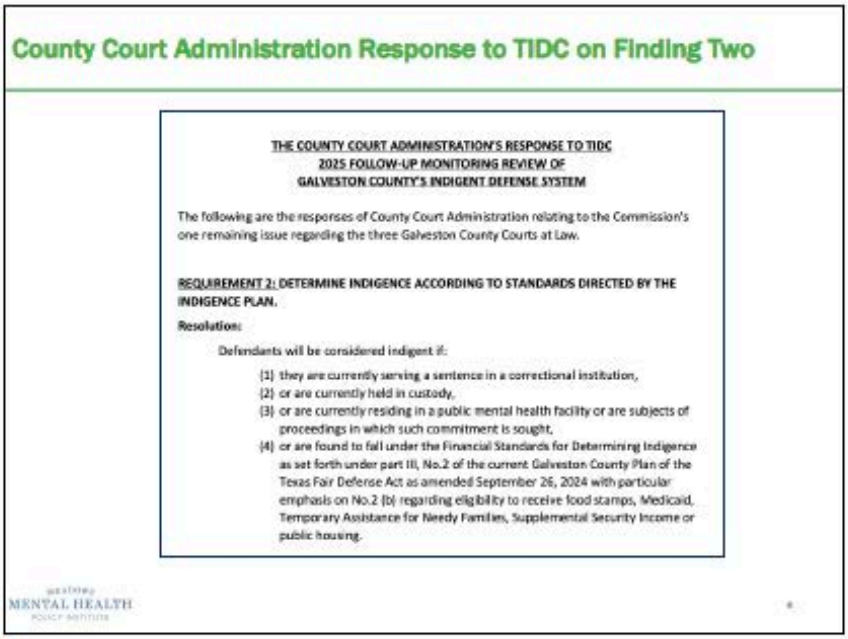
County Court Administration Response to TIDC on Finding Two
THE COUNTY COURT ADMINISTRATION'S RESPONSE TO TIDC
2025 FOLLOW-UP MONITORING REVIEW OF
GALVESTON COUNTY'S INDIGENT DEFENSE SYSTEM
The following are the responses of County Court Administration relating to the Commission's one remaining issue regarding the three Galveston County Courts at Law.
REQUIREMENT 2: DETERMINE INDIGENCE ACCORDING TO STANDARDS DIRECTED BY THE INDIGENCE PLAN.
Resolution:
Defendants will be considered indigent if:
(1) they are currently serving a sentence in a correctional institution,
(2) or are currently held in custody,
(3) or are currently residing in a public mental health facility or are subjects of proceedings in which such commitment is sought,
(4) or are found to fall under the Financial Standards for Determining Indigence as set forth under part III, No.2 of the current Galveston County Plan of the Texas Fair Defense Act as amended September 26, 2024 with particular emphasis on No.2 (b) regarding eligibility to receive food stamps, Medicaid, Temporary Assistance for Needy Families, Supplemental Security Income or public housing.
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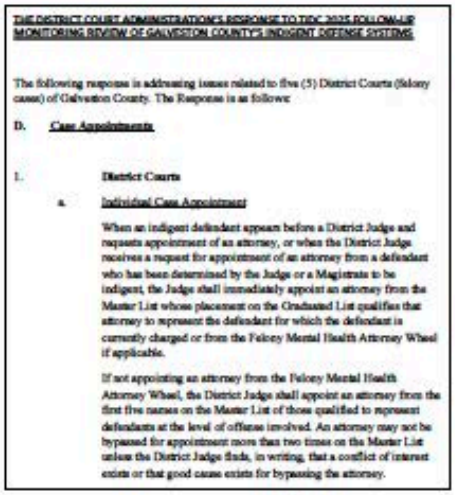
District Court Administration Response to TIDC



THE DISTRICT COURT ADMINISTRATION'S RESPONSE TO TIDC 2025 FOLLOW-UP MONITORING REVIEW OF GALVESTON COUNTY'S INDIGENT DEFENSE SYSTEMS

The following response is addressing issues related to five (5) District Courts (felony cases) of Galveston County. The Response is as follows:

D. Case Appointments

1. District Courts

a. Individual Case Appointment

When an indigent defendant appears before a District Judge and requests appointment of an attorney, or when the District Judge receives a request for appointment of an attorney from a defendant who has been determined by the Judge or a Magistrate to be indigent, the Judge shall immediately appoint an attorney from the Master List whose placement on the Graduated List qualifies that attorney to represent the defendant for which the defendant is currently charged or from the Felony Mental Health Attorney Wheel if applicable.

If not appointing an attorney from the Felony Mental Health Attorney Wheel, the District Judge shall appoint an attorney from the first five names on the Master List of those qualified to represent defendants at the level of offense involved. An attorney may not be bypassed for appointment more than two times on the Master List unless the District Judge finds, in writing, that a conflict of interest exists or that good cause exists for bypassing the attorney.

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7

Response from TIDC to Galveston County

Based on the response, the District Courts will continue to work diligently to appoint counsel from the appropriate list immediately in all cases where someone was found indigent.

In County Courts, it is our understanding that the courts will be following the indigent defense plan's standard of indigence. If an individual meets any of the listed factors, they will automatically be considered indigent. If this understanding is incorrect, please let us know by Monday November 17.

TIDC intends to conduct a follow-up review early in 2026 for a visit. We hope to be able to close the review, provided the two above matters have been addressed.

*Email to Galveston officials of November 10, 2025 from Joel Lieurance and Ashley De La Garza, TIDC

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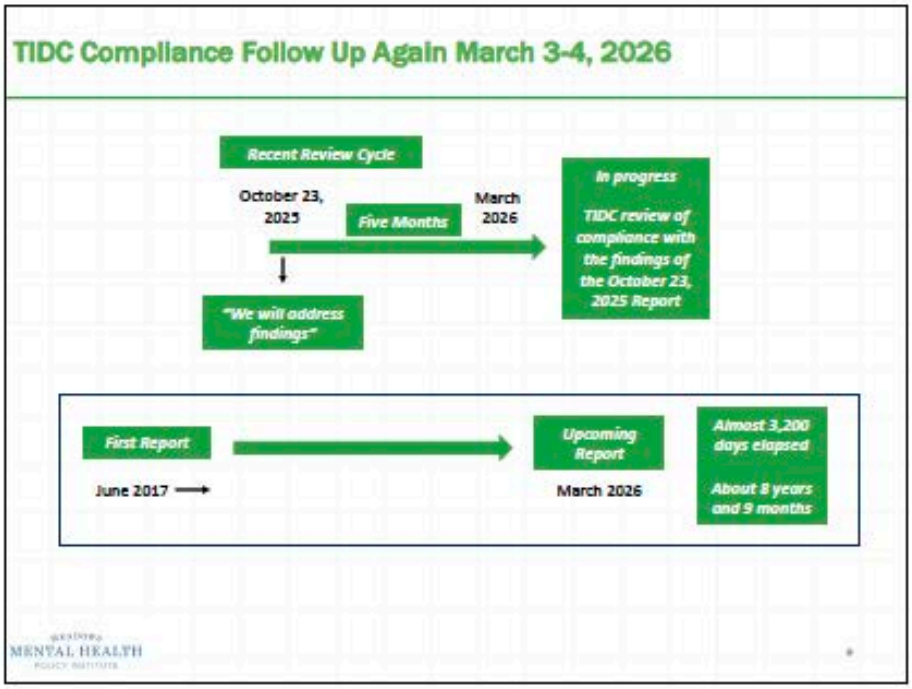
TIDC Compliance Follow Up Again March 3-4, 2026
Recent Review Cycle
October 23, 2025
Five Months
March 2026
"We will address findings"
In progress
TIDC review of compliance with the findings of the October 23, 2025 Report
First Report
June 2017
Upcoming Report
March 2026
Almost 3,200 days elapsed
About 8 years and 9 months
MENTAL HEALTH

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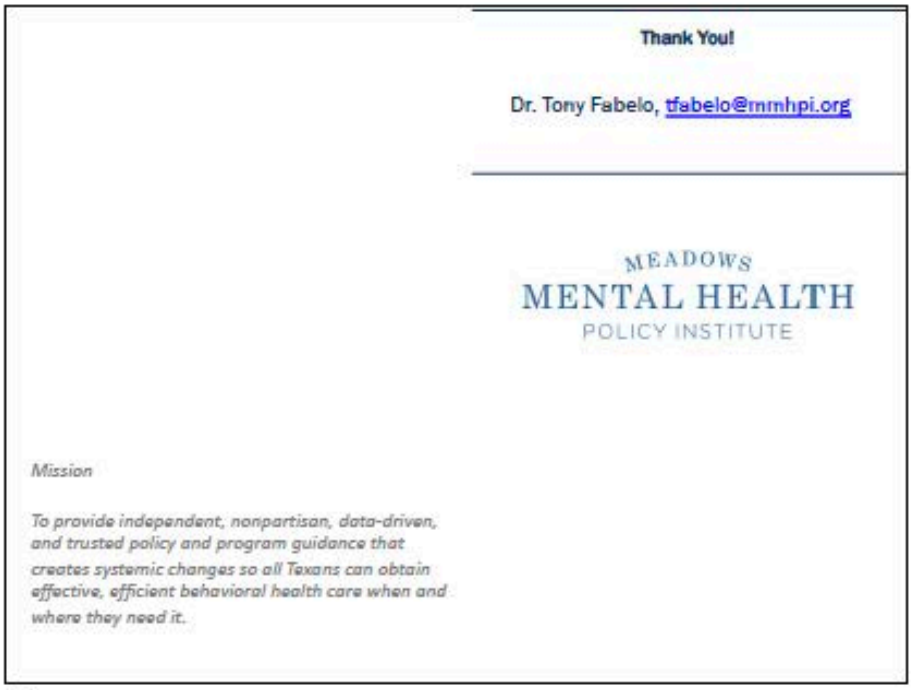
Thank You!
Dr. Tony Fabelo, tfabelo@mmhpi.org
MEADOWS
MENTAL HEALTH
POLICY INSTITUTE
Mission
To provide independent, nonpartisan, data-driven, and trusted policy and program guidance that creates systemic changes so all Texans can obtain effective, efficient behavioral health care when and where they need it.

10

Appendix 21: Briefing Report to Judge Yates Related to Scope of Her Work and Pending Improvement Issues in Each of Her Areas

MEADOWS
MENTAL HEALTH
POLICY INSTITUTE

Briefing to Judge Yates and Review of Need for Improvements in MH Initiatives

Galveston County Coordinating Council, April 10, 2026

1

Role One – Misdemeanor Mental Health Court Docket

Three County Courts Standing Order to Refer Cases to Docket

↓

*Misdemeanor Mental Health Court Docket (MMHCD)**

↓

Average monthly caseload in 2025 of 163 and most significant potential impact on the system (Improved reporting started in October 2025)

- Started October 2021
- Cases are represented by Galveston County Misdemeanor Mental Health Public Defender (MMHPD)
- Goal is to link mentally ill defendants to Gulf Coast Center (GCC), the local Mental Health Authority
- Probation Department provides pretrial supervision
- New BJA Funded Jail Reentry Program in process and need to "plug-in" to the protocols

MENTAL HEALTH POLICY INSTITUTE 2

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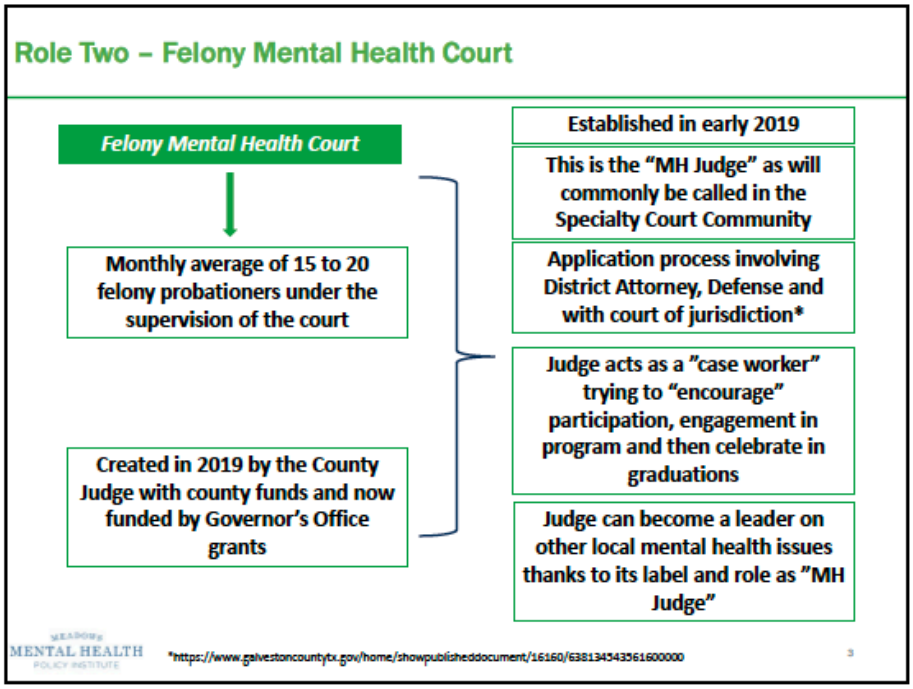
KKKK


Role Two – Felony Mental Health Court
Felony Mental Health Court
Monthly average of 15 to 20 felony probationers under the supervision of the court
Created in 2019 by the County Judge with county funds and now funded by Governor's Office grants
Established in early 2019
This is the "MH Judge" as will commonly be called in the Specialty Court Community
Application process involving District Attorney, Defense and with court of jurisdiction*
Judge acts as a "case worker" trying to "encourage" participation, engagement in program and then celebrate in graduations
Judge can become a leader on other local mental health issues thanks to its label and role as "MH Judge"
MENTAL HEALTH POLICY INSTITUTE
*https://www.galvestoncountytx.gov/home/showpublisheddocument/16160/638134543561600000
3

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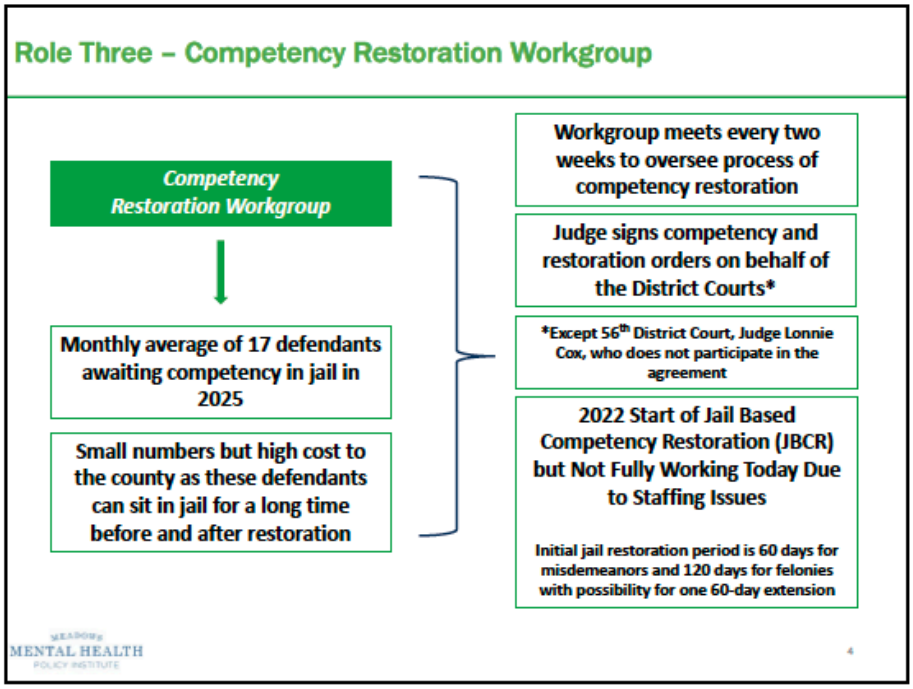
Role Three – Competency Restoration Workgroup
Competency Restoration Workgroup
Monthly average of 17 defendants awaiting competency in jail in 2025
Small numbers but high cost to the county as these defendants can sit in jail for a long time before and after restoration
Workgroup meets every two weeks to oversee process of competency restoration
Judge signs competency and restoration orders on behalf of the District Courts*
*Except 56th District Court, Judge Lonnie Cox, who does not participate in the agreement
2022 Start of Jail Based Competency Restoration (JBCR) but Not Fully Working Today Due to Staffing Issues
Initial jail restoration period is 60 days for misdemeanors and 120 days for felonies with possibility for one 60-day extension
MENTAL HEALTH POLICY INSTITUTE
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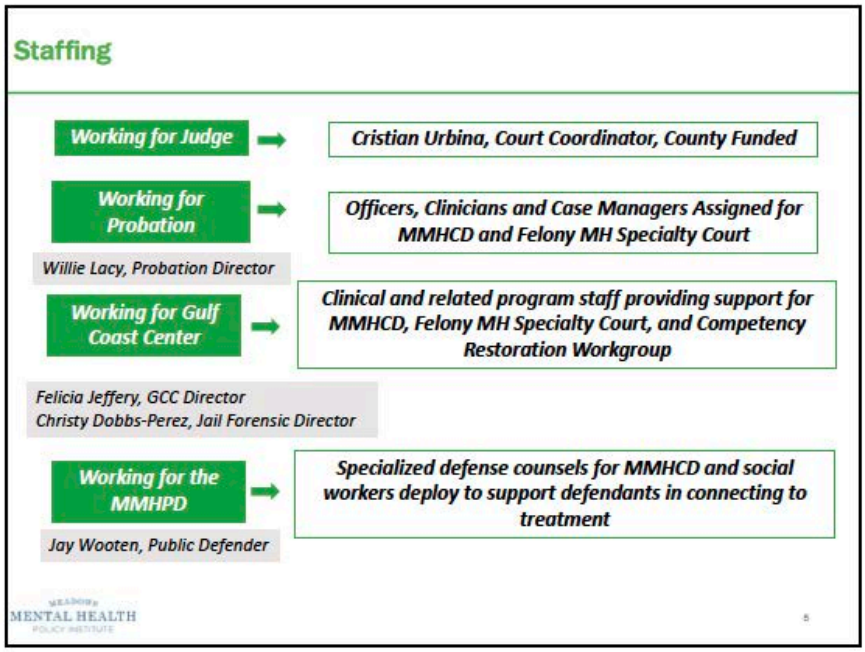
LLLL


Staffing
Working for Judge
Cristian Urbina, Court Coordinator, County Funded
Working for Probation
Officers, Clinicians and Case Managers Assigned for MMHCD and Felony MH Specialty Court
Willie Lacy, Probation Director
Working for Gulf Coast Center
Clinical and related program staff providing support for MMHCD, Felony MH Specialty Court, and Competency Restoration Workgroup
Felicia Jeffery, GCC Director
Christy Dobbs-Perez, Jail Forensic Director
Working for the MMHPD
Specialized defense counsels for MMHCD and social workers deploy to support defendants in connecting to treatment
Jay Wooten, Public Defender
MENTAL HEALTH
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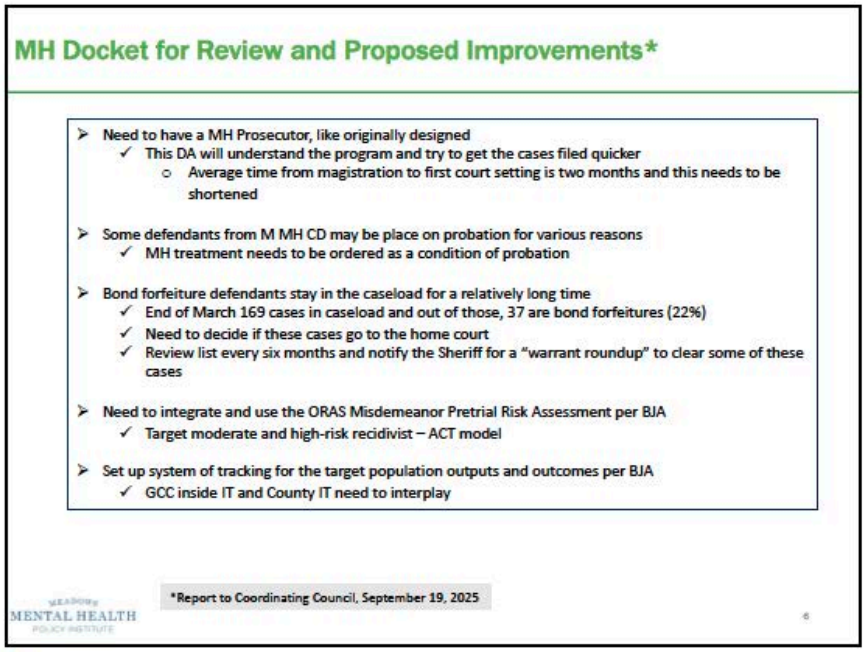
MH Docket for Review and Proposed Improvements*
Need to have a MH Prosecutor, like originally designed
This DA will understand the program and try to get the cases filed quicker
Average time from magistration to first court setting is two months and this needs to be shortened
Some defendants from M MH CD may be place on probation for various reasons
MH treatment needs to be ordered as a condition of probation
Bond forfeiture defendants stay in the caseload for a relatively long time
End of March 169 cases in caseload and out of those, 37 are bond forfeitures (22%)
Need to decide if these cases go to the home court
Review list every six months and notify the Sheriff for a "warrant roundup" to clear some of these cases
Need to integrate and use the ORAS Misdemeanor Pretrial Risk Assessment per BJA
Target moderate and high-risk recidivist – ACT model
Set up system of tracking for the target population outputs and outcomes per BJA
GCC inside IT and County IT need to interplay
*Report to Coordinating Council, September 19, 2025
MENTAL HEALTH
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MH Felony Specialty Court for Review and Proposed Improvements
Review original program framework of 2019 and adjust as needed
Review program selection and criteria for acceptance for participation as about only 20% of those reviewed get accepted to the program
Explicitly define how a person is discharged and how successful terminations vs. unsuccessful terminations are defined and counted
Set a mechanism to report back to the judge the number/percentage of participants re-arrested after a year by successful and unsuccessful terminations
Review and update Best Practices protocols
Team operational MOU is still pending
There should be periodic internal review of protocols by team
Program phases should should add individualized goals if appropriate
There should be a clear understanding and agreement with judge on key protocols for the program and specific goals for participants
Review and adopt updated framework of accountability and incentives
Make clear upon entry that program participation is voluntarily but participants cannot leave voluntarily for reasons such as not wanting to enter treatment per clinical recommendations
Create and implement a system of incentives and use them consistently based on the protocols adopted
Make sure that the program team is united when talking to participants with disagreement only discussed during staffing
Review that participants are receiving the stated program "benefits" upon successful completion
MENTAL HEALTH
7

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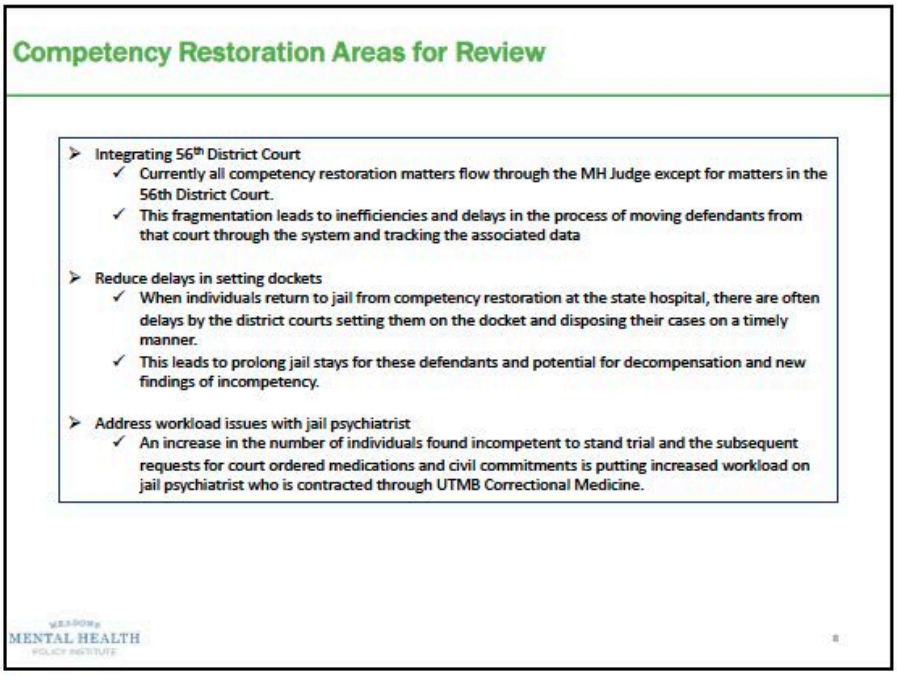
Competency Restoration Areas for Review
Integrating 56th District Court
Currently all competency restoration matters flow through the MH Judge except for matters in the 56th District Court.
This fragmentation leads to inefficiencies and delays in the process of moving defendants from that court through the system and tracking the associated data
Reduce delays in setting dockets
When individuals return to jail from competency restoration at the state hospital, there are often delays by the district courts setting them on the docket and disposing their cases on a timely manner.
This leads to prolong jail stays for these defendants and potential for decompensation and new findings of incompetency.
Address workload issues with jail psychiatrist
An increase in the number of individuals found incompetent to stand trial and the subsequent requests for court ordered medications and civil commitments is putting increased workload on jail psychiatrist who is contracted through UTMB Correctional Medicine.
MENTAL HEALTH
8

8

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*17.

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

Receive and file Summary of Biweekly Personnel Movements pay period #10, April 23 - May 06, 2026, submitted by Human Resources.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/11/26 10:53 am

Biweekly Movement for New Hires PP#10 - 04/23/2026 - 05/06/2026

Department	Employee	Hire Date	Job Profile	Salary
District Attorney	Caitlin Gold	4/23/2026	Attorney III	$95,341.00
Tax Office	Caitlin Grimm	4/23/2026	Customer Service Representative I	$34,222.00
Professional Services	Chloe Barham	4/23/2026	Administrative Assistant II	$45,861.00
Sheriff's Office	Jason Davis	4/23/2026	Deputy Sheriff - T1	$65,000.00
Tax Office	Jimmy Richardson-Walker	4/30/2026	Customer Service Representative I	$34,222.00
Juvenile Justice	Joshua Bernard	4/23/2026	Temporary Juvenile Supervision Officer	$25,785.00
Road & Bridge	Justin Doherty	4/23/2026	Heavy Equipment Operator I	$37,729.00
Sheriff's Office	Robert Wiley	4/23/2026	Deputy - Part Time	$30/hour worked
Adult Probation	Rochell Dickey	4/23/2026	Probation Officer	$66,200.00
Sheriff's Office	Steve Glave	4/23/2026	Deputy Sheriff - T5	$85,000.00

Biweekly Movement for Personnel Movement PP#10 - 04/23/2026 - 05/06/2026

Department	Employee	Transfer Date	Job Profile	Salary	Reason
County Clerk	Annette Garcia	4/23/2026	Recording Supervisor	$50,561.00	Promotion
County Clerk	Christi Rehm	4/23/2026	Senior Microfilming Technician	$35,933.00	Promotion
Sheriff's Office	Clarissa Cervantes	4/23/2026	Corrections Officer V	$69,487.00	Reassignment
Road & Bridge	Clayton Comeaux	4/23/2026	Regional Services Coordinator	$85,937.28	Promotion
Sheriff's Office	Jasmine Vazquez	4/23/2026	Deputy Sheriff - T1	$65,000.00	Promotion
Road & Bridge	Steven Faulkner	4/23/2026	Heavy Equipment Operator II	$41,596.00	Promotion
Sheriff's Office	Vincent Stines	4/23/2026	Corrections Officer III	$64,097.00	Reassignment
County Clerk	Yasmin Gomez	4/23/2026	Administrative Assistant II	$45,861.00	Promotion

Biweekly Movement for Terminations PP#10 - 04/23/2026 - 05/06/2026

Department	Employee	Termination Date	Job Profile	Salary
Sheriff's Office	Alejandro Castorena	4/23/2026	Corrections Officer I	$53,316.00
Sheriff's Office	Anthony Rao II	4/24/2026	Deputy Sheriff - T3	$75,854.00
Sheriff's Office	Brenda Matcek	4/30/2026	Mail Services Clerk	$33,711.00
Parks	James Ferguson Jr	4/28/2026	Beach Sticker Ambassador	$24,554.59
Sheriff's Office	Kelley Moosavi	4/27/2026	Corrections Officer I	$53,316.00
Sheriff's Office	Kimberly Duhart	4/28/2026	Corrections Officer II	$58,706.00
Parks	Setsuko Richardson	4/30/2026	Activity Assistant	$34,050.12

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*18.

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

Consideration of approval to renew the Stop Loss Agreement with Blue Cross Blue Shield, submitted by Human Resources

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/13/26 3:57 pm
2	Dianna Martinez	Approve	5/13/26 6:07 pm

BlueCross BlueShield of Texas

APPLICATION AND POLICY SCHEDULE FOR STOP LOSS COVERAGE

Employer Group Name: The County of Galveston
Employer Group Address: 722 Moody, 3rd Floor
City: Galveston **State of Situs:** TX **Zip Code:** 77550
Account Number: 375298
Employer Group Number(s): 375298, 375299
Original Effective Date of Stop Loss Policy 01/01/2024
Current Policy Effective Date: 01/01/2026
Current Policy Period The specifications set forth in this Application are for the Policy Period commencing on 01/01/2026 and ending on 12/31/2026.

The specifications below shall become effective on the first date of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Application is superseded in whole or in part by a later executed Application.

A. Covered Employees:
Number of Single Coverage Units: 657
Number of Family Coverage Units: 528

B. Individual Stop Loss Coverage:

1. New Coverage ☐ Renewal of Existing Coverage ☒

2. Stop Loss coverage during the Current Policy Period

☐ **[24/12]**
Coverage for Claims incurred from _____ to ____ and Claims paid from _____ to _____.

If a run-in contract is selected, Employer Group understands that run-out coverage is not included, and Employer Group represents that it intends to purchase run-in coverage from its next carrier.

For new coverage only, if a run-in contract as explained in the Stop Loss Policy is purchased, claims paid by the Employer Group's prior claim administrator will be settled at the time of the annual stop loss settlement and must be reported by the Employer Group to the Company (Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) by the end of the Employer Group's Current Policy Period or stop loss coverage for these run-in claims will be forfeited.

☒ (Paid Renewal Only) Claim Administrators Claims: Claims incurred on or after the Original Effective Date of Policy and paid during the Policy Period.

3. Covered Expenses includes:

☒ Medical Claims:
☒ Prescription Drug Claims with: Prime (Preferred PBM) _____
☐ For **Hospital Employer Groups only:** Excludes _____% of Home Hospital Medical claims
☐ Other (for example Dental/Vision): _____.

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company
an Independent Licensee of the Blue Cross and Blue Shield Association

4. Individual Stop Loss Provisions

a. Individual Stop Loss Deductible: $325,000
Applies per Covered Person for the Employer Group's Current Policy Period.

b. Aggregating Specific Deductible (if applicable): $N/A

c. Lasered Individuals with Individual Stop Loss Deductible (if applicable):
Individual identifier, alternate Individual Stop Loss Deductible: $N/A

d. Lasered Individuals excluded from Stop Loss Coverage (if applicable):
Individual identifier:
Laser Limit: The Claimant with Social Security number xxx_xx_2770 will have an alternate Individual Stop Loss Deductible set at $1,100,000. If Aggragate Stop Loss COverage is purchased, Claims between the group's Individual Stop Loss Deductible and the Claimant's Alternate Deductible are not considered for Reimbursement under the Aggragate Stop Loss Coverage.

e. If a run-in contract is purchased, per Item 2. above, run-in claims are covered with a maximum liability of: $Unlimited per Covered Person.

5. Terminal Liability Option (TLO) (does not apply to Employer Groups with Run-Out contracts):
☐ Yes ☒ No

The following applies if the answer to item above is "Yes" (Terminal Liability Option):

Must be elected at Policy inception or renewal. Premium cost is calculated by taking the average enrollment for the last two months of the Current Policy Period multiplied by three times pre-termination Individual Stop Loss rate(s). Premium is due at the time of termination, payable by lump sum within 10 days of receipt of bill. Claims will accumulate and be combined under one Individual Stop Loss Deductible specified in item B.4.a above for the Current Policy Period and Terminal Period. The Settlement for the Final Accounting Period will be described in the section of the Policy entitled SETTLEMENTS.

6. Individual Stop Loss Premium
Monthly Individual Stop Loss Premium shall be equal to the amounts obtained by multiplying the number of Covered Employees for a particular Month by:

$96.50 Composite; or
$_____for each Single Coverage Unit
$_____ for each Family Coverage Unit

C. Aggregate Stop Loss Coverage: Yes ☒ No ☐
If yes, complete Items 1. through 5. Below:

1. New Coverage ☐ Renewal of Existing Coverage ☒

2. Stop Loss Coverage during the current Policy Period

☐ **[24/12]**
Coverage for Claims incurred from ___ to _____ and Claims paid from _____ to _____.

If a run-in contract is selected, Employer Group understands that run-out coverage is not included, and Employer Group represents that it intends to purchase run-in coverage from its next carrier.

For new coverage only, if a run-in contract as explained in the policy is purchased, claims paid by the Employer Group's prior claim administrator will be settled at the time of the annual stop loss settlement and must be reported by the Employer Group to the Company (Blue Cross and Blue Shield of Texas, a Division of Health Care Service

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company
an Independent Licensee of the Blue Cross and Blue Shield Association

Corporation, a Mutual Legal Reserve Company) by the end of the Employer Group's Current Policy Period or stop loss coverage for these run-in claims will be forfeited.

☒ (Paid Renewal Only) Claim Administrators Claims: Claims incurred on or after the Original Effective Date of Policy and paid during the Policy Period.

3. Covered Expenses:

☒ Medical Claims
☒ Claim Administrator's Provider Access Fees
☒ Prescription Drug Claims with: Prime (Preferred PBM) _____
☐ For **Hospital Employer Groups only:** Excludes _____% of Home Hospital Medical claims
☐ Other (for example Dental/Vision): _____

4. Aggregate Claim Liability

a. Attachment Factor 125% of the Average Claim Value
b. Aggregate Claim Factors:

Group Number:	ALL	_____	_____	_____
Composite; or	$1,696.44	$_____	$_____	$_____
For each Single Coverage Unit	$_____	$_____	$_____	$_____
For each Family Coverage Unit	$_____	$_____	$_____	$_____

c. Minimum Aggregate Point of Attachment: $21,711,007

5. Terminal Liability Option (TLO) (does not apply to Employer Groups with Run-Out contracts):
☐ Yes ☒ No

The following applies if the answer to item above is "Yes" (Terminal Liability Option):

Must be elected at Policy inception or renewal. Premium cost is calculated by taking the average enrollment for the last two months multiplied by three times pre-termination Aggregate Stop Loss rate(s). Premium is due at the time of termination, payable by lump sum within 10 days of receipt of bill.

The Final Settlement Point of Attachment shall equal the sum of the Employer's Aggregate Claim Liability amount for the Policy Period plus 15% of the Aggregate Claim Factor multiplied by 12, and then multiplied by the average enrollment for the last two (2) months of the Current Policy Period immediately preceding termination. Furthermore, for the Final Settlement Period, the Minimum Aggregate Point of Attachment shall be the Minimum Aggregate Point of Attachment in item C.4.c. above increased by 15%. The Settlement for the Final Accounting Period will be described in the section of the Policy entitled SETTLEMENTS.

6. Aggregate Stop Loss Premium:
☒ Monthly Premium
Monthly Aggregate Stop Loss Premium shall be equal to the amounts obtained by multiplying the number of Covered Employees for a particular Month by:
$3.12 Composite; or
$_____ for each Single Coverage Unit
$_____ for each Family Coverage Unit

☐ Annual Premium (Due on the first day of the Current Policy Period): $_____

D. Additional Provisions (if elected):

1. Retirees Covered (select if included):
Pre-65: ☒ or Post-65: ☒

2. Home Hospital Employer Groups Only: Home Hospital Provider Number(s) subject to exclusion percentage per Item B.3. & C.3.: _____

3. Monthly Aggregate Accommodation: ☐ Yes ☒ No

4. Additional information: Laser Limit: The Claimant with Social Security number xxx_xx_2770 will have an alternate Individual Stop Loss Deductible set at $1,100,000. If Aggragate Stop Loss COverage is purchased, Claims between the group's Individual Stop Loss Deductible and the Claimant's Alternate Deductible are not considered for Reimbursement under the Aggragate Stop Loss Coverage.

Fraud Notice: Any person who knowingly, with intent to injure, defraud or deceive any insurance company submits an application containing any false, incomplete, or misleading information, may be subject to prosecution and may be found guilty of a felony under state law and subject to punishment, including fines and/or imprisonment. Submission of false information in connection with this application may also constitute a crime under federal laws. All appropriate legal remedies will be pursued in the event of insurance fraud, including prosecution under Federal Mail or Wire Fraud statutes, and/ or the Federal Racketeer Influenced and Corrupt Organizations Act. Any false statements made herein may be reported to state and federal tax and regulatory authorities as is appropriate.

The undersigned person represents that he/she is authorized and responsible for purchasing Stop Loss Coverage on behalf of the Employer Group. It is understood that the actual terms and conditions of coverage are those contained in this Application and the Stop Loss Coverage Policy into which this Application shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Policy to the Employer Group. Upon acceptance of this Application and issuance of the Stop Loss Coverage Policy, the Employer Group shall be referred to as the "Policyholder".

Daniel Eibel
Sales Representative

Signature of Authorized Purchaser

Title of Authorized Purchaser

Date

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*19.

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

Consideration of approval of request from Brian Lepo for Albatross Old Smokey Cookoff Throwdown on July 18, 2026 for permission to utilize the Ball Street parking lot for a tent setup as a judging tent at 722 Moody Avenue, Galveston submitted by the County Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/14/26 10:14 am

From: Brian Lepo
To: Martinez, Dianna
Subject: [EXTERNAL]Re: Albatross Old Smokey Throw Down July 12
Date: Tuesday, May 5, 2026 8:06:42 AM
Attachments: image001.png

CAUTION: This email is from outside Galveston County's system. Only click links or open attachments if you trust the sender. Suspect phishing? Select **"Report phishing"** in Outlook.

Good Morning Dianna

The month of May got here quickly this year. Our annual Old Smokey Throwdown is scheduled for Saturday July 18th. And we would like to get on the Commissioners Court agenda for use of the parking lot on the corner of Ball and 21st Street. As in years past we will set up a tent in the lot used for entry judging.

Let me know what you need from our end.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*20.

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

Consideration of application for an extension of 30 days for the filing of the 2025 District Audit Report due by June 1, 2026 pursuant to Section 775.082 (d) Texas Health and Safety Code from Coveler & Peeler, P.C. on behalf of Galveston County Emergency Services District No. 1 submitted by County Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/12/26 4:37 pm

COVELER & PEELER, P.C.

Attorneys At Law

Two Memorial City Plaza
820 Gessner, Suite 1710
Houston, Texas 77024-4298

Phone 713.984.8222
Fax 713.984.0670

PEELER@COVELER.COM

May 6, 2026

The Honorable Mark Henry
Attn: Dianna Garza-Martinez
722 Moody Avenue
Galveston, Texas 77550

Re: Application for Extension for filing of Audit Report for Galveston County Emergency Services District No. 1

Dear Mrs. Martinez,

This office serves as counsel to Galveston County Emergency Services District No. 1. We are hereby submitting an application for the District pursuant to Section 775.082 of the Texas Health and Safety Code, for an extension of thirty (30) days for the filing of the 2025 District Audit Report due by June 1, 2026. The District is in contact with their Auditor and the audit is in progress.

It is requested in conformity with the procedures of the Court, that this matter be placed on the agenda for an upcoming meeting of the Court.

Very truly yours,

COVELER & PEELER, P.C.

By:
John W. Peeler

DJM/mw

cc: Galveston County Emergency Services District No. 1

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*21.

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

Consideration to accept a donation of materials and labor from Galveston Bay Foundation for wetland planting and trash cleanup as part of their Marsh Mania 2026 event on September 19, 2026 at Paul Hopkins Park in Dickinson, presented by Parks and Cultural Services Department.

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/13/26 11:45 am
2	Dianna Martinez	Approve	5/13/26 5:32 pm

GALVESTON BAY
FOUNDATION
PROTECT TODAY. PRESERVE TOMORROW.

The Galveston Bay Foundation has been investigating potential sites throughout the Galveston Bay Estuary System for restoring wetlands with the help of volunteers, and we think that Paul Hopkins Park would be great site for both a volunteer wetland planting and trash cleanup as part of our Marsh Mania 2026 event on September 19, 2026. We are interested in transplanting smooth cordgrass as well as other native freshwater vegetation to improve the quality of wetland habitat within the park, protect the banks of the park from further erosion, help improve the water quality of Dickinson Bayou, and support biodiversity (i.e. waterfowl, fisheries species, and pollinators). Transplanting wetland vegetation to the banks of the park will increase the recreation value of the park, increasing the fishing and wildlife viewing opportunities.

Provided are aerial images to give some perspective on how the area that the park now occupies has changed over time. A significant difference between the images from 1969 to 2023 is the decreased density of trees and marsh vegetation and the increase of erosion (especially near the 517 bridge) of the banks of the Magnolia Geisler Bayou tributary that flows into the confluence of Dickinson Bayou. Also attached is a rough planting map of where we could restore wetland habitat along the banks of the park, but this map may change after formally visiting the site to get a better understanding of the depth of the water. I have also included a .kmz of the planting map for reference.

There have been other instances of wetland restoration along Dickinson Bayou that have increased the quality and area of wetland habitat. Here is the final project report from the Dickinson Bayou Wetland Restoration Project: https://www.glo.texas.gov/sites/default/files/2025-10/dickinson-bayou-wetland-final-report.pdf. This project involved the construction of a breakwater, then the area between the banks and the breakwater was planted with smooth cordgrass with the help of volunteers. Our intention for our planting activities at Paul Hopkins Park would involve only the transplanting of marsh vegetation and cleaning up trash within the tributary and the marsh of the park and would not involve the creation or alteration of any structures. I wanted to include the above-mentioned project as a reference for the need and success of marsh restoration along Dickinson Bayou.

All the best,

Jeffrey Fato
Habitat Restoration Manager
Galveston Bay Foundation
Direct: 832-638-2256
galbay.org
1725 Highway 146, Kemah, TX 77565

GALVESTON BAY
FOUNDATION

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GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*22.

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

Consideration of renewing Panel Counsel Services contract with Public Interest Legal Foundation, Inc. for legal services submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/1/26 9:58 am
2	Dianna Martinez	Approve	5/4/26 11:21 am

CONTRACT FOR PANEL COUNSEL SERVICES

This agreement confirms the terms of the engagement between Public Interest Legal Foundation, Inc., a Virginia nonprofit corporation (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"). Examples of matters assigned may include:
    a. Providing advice, consultation and support to the Commissioners Court, County departments, offices, and employees on legal matters concerning County business;
    b. Representing 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. [Reserved.]
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. Up to $325 per hour for any attorney; and
    b. Up to $110.00 per hour for non-attorneys, paralegals or legal assistants.
6. Travel time. The Firm will not bill the County for time spent traveling to and from 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.

<u>Confidentiality and professionalism</u>

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.

<u>Term</u>

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:

05/01/2026

Public Interest Legal Foundation, Inc. — Date
By: J. Christian Adams,
General Counsel

Galveston County, Texas:

Mark Henry — Date
Galveston County Judge

ATTEST:

Dwight Sullivan, County Clerk — Date

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*23.

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

Contract Approval Request Form

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

1) **Date of Request:** 5/8/2026
2) **Contract Type:** Revenue
3) **Renewal Contract:** No
4) **Department Name: Information Technology**
5) **Department Contact: Misty Witmer**
6) **Description: Consideration of approval of Interlocal Cooperative Agreement for Galveston County Public Safety Consortium On-Premise and Cloud-Based Motorola PremierOne CAD/RMS System with Bayou Vista submitted by Information Technology**

7) **PEID No: N/A**
8) **Req No: N/A**
9) **Orgkey: 1101**
10) **Object Code: N/A**
11) **Vendor: Bayou Vista**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: Revenue**
14) **Fund #: 1101**
15) **Current Year Budgeted:**
16) **Current Year Projected: $8,170.80**
17) **Year 2: $4,240.50**
18) **Year 3: $4,240.50**
19) **Year 4: $4,240.50**
20) **Year 5: $4,240.50**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** Click or tap to enter a date.
23) **Auto Renewal Contract:** Choose an item.
24) **Bid No:**
25) **Contract End Date:** Click or tap to enter a date.

26) Contract # Issued by Purchasing Department:

NOTES: Revenue Agreement

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	5/8/26 2:27 pm
2	Misty Witmer	Approve	5/11/26 8:30 am
3	Melissa Fleming	Approve	5/12/26 4:27 pm
4	Francisco Rodriguez	Approve	5/12/26 4:49 pm
5	Rodolfo Gomez	Approve	5/13/26 8:58 am
6	Diana Huallpa	Delegated	5/13/26 12:41 pm
7	Christian Monterrubio	Approve	5/13/26 1:20 pm
8	Sergio Cruz	Approve	5/13/26 5:24 pm
9	Veronica Van Horn	Approve	5/14/26 10:40 am

INTERLOCAL COOPERATION AGREEMENT

FOR PARTICIPATION IN THE GALVESTON COUNTY PUBLIC SAFETY CONSORTIUM
ON-PREMISE AND CLOUD-BASED MOTOROLA PREMIERONE CAD/RMS SYSTEM

ARTICLE I – PARTIES AND AUTHORITY

This Interlocal Cooperation Agreement ("Agreement") is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, by and between Galveston County, Texas ("Host Agency"), acting by and through its Commissioners Court, and City of Bayou Vista, Texas ("Hostee Agency"), each being a "local government" as defined in Chapter 791. This Agreement has been duly authorized by the governing bodies of each Party in accordance with Texas Government Code §791.011(d)(1). Nothing in this Agreement shall be construed to create a joint enterprise, joint venture, or joint and several liability between the Parties.

ARTICLE II – PURPOSE

The purpose of this Agreement is to establish the terms under which Hostee Agency may participate in the Galveston County Public Safety Consortium and utilize the Motorola PremierOne Computer-Aided Dispatch (CAD) and Records Management System (RMS) hosted on infrastructure owned and administered by Galveston County. The Agreement enhances regional public safety coordination, improves operational efficiency, and ensures compliance with applicable security requirements. This Agreement further promotes interoperability and continuity of operations across Galveston County law enforcement agencies, consistent with Texas public safety collaboration standards. This Agreement does not obligate Galveston County to provide dispatching, call-taking, or operational public safety services.

ARTICLE III – TERM

This Agreement shall commence on March 1, 2026**,** and remain in effect until terminated in accordance with Article XI.

Unless otherwise terminated, this Agreement shall automatically renew for successive one-year terms upon mutual agreement of the Parties. Automatic renewal shall not require execution of a new interlocal agreement unless material terms are amended.

The Parties shall review and reauthorize this Agreement at least once every five (5) years to ensure compliance with applicable law, CJIS Security Policy, and consortium requirements.

ARTICLE IV – GOVERNANCE

Galveston County shall serve as the governing authority for the Consortium. While the County retains final decision-making authority, it shall coordinate and cooperate with all participating agencies to ensure effective and efficient use of the PremierOne CAD/RMS system.

Galveston County shall establish a Consortium Advisory Committee composed of one representative from each Hostee Agency. The Committee shall meet periodically to provide input on operational priorities, upgrades, and best practices. Advisory recommendations shall be non-binding but will be given good-faith consideration by the Host Agency. Nothing in this Article shall limit the Host Agency's sole authority to configure, administer, or secure the system.

Galveston County will provide Hostee Agencies with reasonable advance notice of any system-wide configuration changes, upgrades, or policy modifications affecting consortium operations.

Any Hostee Agency-requested changes to the CAD/RMS system must be submitted in writing via email to the Galveston County Department of Enterprise Services Service Desk (tickets@galvestoncountytx.gov) for review.

ARTICLE V – HOST AGENCY RESPONSIBILITIES

The Host Agency shall:

1. Provide hosting, system administration, and infrastructure support for the PremierOne CAD/RMS system, whether on-premise, cloud-based, or hybrid, as applicable.

2. Maintain the on-premise servers, storage, networking, and security architecture supporting the system, and coordinate with Motorola Solutions, Inc. for any cloud-based system components.

3. Provide and manage a virtual private network (VPN) service for Hostee Agencies, unless the Hostee Agency has entered into a domain trust agreement with Galveston County.

a. Agencies entering into a domain trust agreement must meet all Galveston County security protocols and provide their own VPN solution for their devices.

4. Coordinate upgrades, patches, and vendor support with Motorola Solutions, Inc., covering both on-premise and cloud-based modules.

5. Maintain and monitor all system interface connections between the PremierOne CAD/RMS system and other authorized applications, databases, or systems used by the Consortium.

6. The Host Agency shall maintain all required CJIS documentation related to hosting, system administration, vendors, and contracted support entities. The Host Agency shall ensure that any vendors with access to Criminal Justice Information (CJI) meet all CJIS and TLETS requirements, including maintaining current CJIS Security Addenda.

7. The Host Agency shall ensure interface stability, coordinate with third-party vendors as needed, and notify Hostee Agencies of outages or required updates.

8. Motorola costs associated with agency-specific interface development or maintenance will be billed by Galveston County to the requesting agency in accordance with Article VIII (Costs and Payment).

9. Provide cost estimates for labor-intensive customization requests submitted under Article X, including those requiring coordination with Motorola. Galveston County may recover reasonable staff time associated with vendor coordination, interface troubleshooting, or agency-specific support.

10. Use commercially reasonable efforts to maintain system availability but does not guarantee uninterrupted service. Galveston County shall not be liable for service interruptions or performance issues caused by Motorola Solutions, Inc. or any third-party provider.

11. Maintain system audit logs in accordance with CJIS Security Policy and make them available for inspection as required.

ARTICLE VI – HOSTEE AGENCY RESPONSIBILITIES

The Hostee Agency shall:

Ensure that all personnel accessing the PremierOne CAD/RMS comply with the CJIS Security Policy and maintain required fingerprint-based background checks, training, and recertifications. Hostee Agencies to certify compliance annually.

Hostee Agencies with in-house technical resources shall assume responsibility of account creation, user provisioning, training coordination, and compliance oversight in alignment with established Galveston County security and integration standards.

Ensure full compliance with TCIC/TLETS policies and requirements, including timely completion of all required CJIS and TLETS audits.

Use the VPN service provided by Galveston County for remote or mobile access to the system unless the Hostee Agency has established a domain trust agreement with Galveston County.

Agencies with an approved domain trust agreement must meet all Galveston County protocols and, at a minimum, implement CJIS policy-level encryption for all PremierOne CAD/RMS connections and transmissions of data.

- Such agencies must also provide and manage their own VPN services and licenses when required by CJIS standards or Galveston County protocols.

Ensure that all devices used to access the system are government-owned and mobile devices (laptops, tablets, and cellular devices) used to access the system are:

- Enrolled in and managed through a Mobile Device Management (MDM) application (either the Hostee Agency's MDM or Galveston County's MDM, subject to approval), and

- Configured to route system traffic exclusively through the required VPN connection or, if under a domain trust agreement, through encryption and VPN solutions meeting CJIS Security Policy requirements.

Prohibit the installation or use of PremierOne applications on personally owned devices under all circumstances, except where expressly approved in writing following a formal security review by the Galveston County Department of Enterprise Services. Violation constitutes a material breach of this agreement.

Report any security incidents, unauthorized access, or compliance deficiencies immediately upon discovery, but no later than twenty-four (24) hours after discovery, to the Galveston County Department of Enterprise Services Service Desk. Hostee Agencies must cooperate fully with investigations.

ARTICLE VII – DATA OWNERSHIP, SHARING, AND PUBLIC INFORMATION ACT

1. Each Party retains sole ownership of all data it enters, transmits, or generates in the PremierOne CAD/RMS ("Agency Data").

2. Agency Data may be accessed by other authorized consortium participants solely for legitimate public safety purposes, including dispatching, incident response, investigations, and reporting.

3. All data sharing must conform to the CJIS Security Policy, TCIC/TLETS regulations, and other applicable state and federal laws.

4. No Party shall disseminate another Party's Agency Data outside the system except:

    a. As required by law;

    b. Pursuant to court order; or

    c. With prior written consent of the owning Party.

    d. Each Party is solely responsible for responding to Public Information Act requests for its own Agency Data.

5. Both Galveston County and Hostee Agencies shall comply with the Texas Local Government Code, Chapter 203, the CJIS Security Policy, TLETS/TCIC and any applicable court orders of expunction.

6. Any Hostee Agency requesting record removal or deletion must submit a written request with supporting documentation, i.e., certified court orders to Galveston County, which will be reviewed by Galveston County Legal as necessary.

7. Upon termination of this Agreement, the Hostee Agency shall retain rights to its Agency Data. For one year after termination, Galveston County shall provide, upon written request, a copy of such data in a mutually agreed format and, upon written request, shall disable access by other consortium members.

8. Data extraction and conversion requests may be subject to reasonable cost recovery for staff time, media, and formatting.

ARTICLE VIII – SECURITY AND AUDIT REQUIREMENTS

1. All Parties must adhere to CJIS Security Policy controls regarding logical access, physical access, personnel, and encryption.

2. Hostee Agency facilities where CAD/RMS terminals or servers are housed must comply with CJIS physical security requirements.

3. All Hostee Agency personnel with access to criminal justice information must maintain current CJIS and TLETS certifications and cooperate with all audits conducted by Galveston County, DPS or FBI; failure to cooperate with audits constitutes a material breach of this agreement.

4. Failure to remedy audit findings within timelines set by DPS, FBI, or Galveston County shall constitute a material breach of this Agreement. Hostee Agency to remediate findings at its own cost.

5. County reserves the right to suspend access immediately for critical security violations.

6. Each Party shall promptly provide documentation necessary to support CJIS, TLETS, DPS, or FBI audits upon request from Galveston County or an authorized auditing authority.

ARTICLE IX – COSTS AND PAYMENT

1. **Cost Allocation.** Hostee Agency shall pay its share of the costs associated with the PremierOne CAD/RMS system based on the number of devices on which the CAD and RMS applications are installed for that agency's use, any Motorola or Galveston County integration connection costs, plus a ten percent (10%) administrative fee to cover consortium governance, overhead, and administrative costs incurred by Galveston County.

    a. Motorola costs associated with agency-specific application integrations shall also be billed by Galveston County to the requesting agency.

    b. The Hostee Agency shall be responsible for paying any fees or costs charged by application vendors for such integrations.

2. **Annual Contribution Schedule.** Galveston County shall prepare and distribute to all consortium members, no later than March 1 of each year, an annual cost schedule ("Exhibit A") showing each Hostee Agency's allocation for the upcoming fiscal year.

    a. Galveston County shall maintain a detailed accounting of consortium costs and make such records available to Hostee Agencies upon reasonable request.

3. **Payment Terms.** Hostee Agency shall remit its full annual cost allocation to Galveston County in a single payment, due in the first quarter of the fiscal year (beginning October 1), unless otherwise agreed in writing.

4. **Pro-Rata Adjustments.** If Hostee Agency adds additional devices during the fiscal year, Galveston County shall calculate a pro-rated cost for the remaining quarters of the year. Such pro-rated costs shall be invoiced quarterly and due within thirty (30) days of invoice. The ten percent (10%) administrative fee shall apply to both the annual allocation and any pro-rated additions.

5. **Non-Payment.** Failure to pay the allocated costs within the time required shall constitute a material breach of this Agreement and may result in suspension or termination of Hostee Agency's access to the CAD/RMS system pursuant to Article XI (Termination). In addition, Galveston County will have explicit authority to **suspend access immediately** if non-payment creates a CJIS or operational risk.

ARTICLE X – OPERATING RULES AND CUSTOMIZATION

1. All Hostee Agencies agree to follow consortium-wide protocols established by Galveston County to maintain system integrity and security.

2. Local customization may occur provided it does not impair system functionality or security.

3. Requests for CAD or RMS customization submitted within six (6) months of implementation and to be made by Galveston County personnel will be reviewed, and if approved, will be provided at no cost.

    a. Any costs by Motorola or vendors associated with application integration will be the sole responsibility of the requesting agency.

4. After six (6) months, requests will be reviewed for complexity and resource requirements, and Galveston County may provide a written cost estimate for labor-intensive changes.
5. Customizations must not degrade system performance, and Galveston County may reject requests for any reason.

ARTICLE XI – TERMINATION

1. Either Party may voluntarily withdraw with ninety (90) days' advance written notice. The withdrawing agency shall have one (1) year from the withdrawal date to copy, but not delete, its Agency Data.

2. Either Party may terminate immediately for material breach, including non-compliance with CJIS or TCIC/TLETS requirements.

3. Galveston County may expel a Hostee Agency upon ninety (90) days' written notice for repeated or unremedied material breaches, including non-payment or security violations.

4. Galveston County will immediately terminate a Hostee Agency for severe security breaches.

5. Upon termination, Hostee Agency's access shall be disabled, and Agency Data returned as described in Article VII.

6. Following termination, Galveston County shall retain Agency Data backups for a minimum of one (1) year for legal and audit purposes, after which such backups may be securely destroyed in accordance with CJIS Security Policy and Texas records retention statutes.

ARTICLE XII – DISPUTE RESOLUTION

1. Disputes not resolved at the staff level shall be submitted to the Galveston County Department of Enterprise Services PremierOne Program Manager.

2. If unresolved, disputes shall be escalated to the Chief Information Officer of Galveston County.

3. If still unresolved, the dispute shall be submitted to non-binding mediation in Galveston County, Texas, before either Party may pursue judicial remedies. Mediation costs will be shared equally.

4. The Parties agree that mediation is a condition precedent to filing any legal action relating to this Agreement.

ARTICLE XIII – GENERAL PROVISIONS

1. Non-Assignment. No Party may assign this Agreement without prior written consent.

2. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

3. Sovereign Immunity. Nothing herein waives any Party's sovereign or governmental immunity.

4. Force Majeure. Neither Party shall be liable for delays or failures in performance caused by acts of God, natural disasters, cyber incidents, labor disputes, or other events beyond their reasonable control.

5. Entire Agreement. This document constitutes the full agreement.

6. Amendments and Addenda. Any modifications to this Agreement, including adjustments to cost allocations, shall be set forth in a written addendum approved and executed by Galveston County and the Hostee Agency. Such addenda shall be deemed incorporated into this Agreement upon full execution.

7. Venue and Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas, with venue proper in Galveston County, Texas.

8. Severability**.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be deemed modified to the minimum extent necessary to make it enforceable while preserving, to the fullest extent possible, the original intent of the Parties.

9. Survival. The Parties agree that the following obligations shall survive termination or expiration of this Agreement for any reason:

    - all duties relating to the handling, protection, retention, return, and destruction of Agency Data;
    - all confidentiality, cybersecurity, and CJIS/TLETS compliance obligations;
    - all audit-related duties, including cooperation with DPS, FBI, or Galveston County audits initiated prior to or arising from events occurring during the term of this Agreement;

NOTICE

All notices, requests, demands, and other communications required or permitted under this Agreement must be in writing and shall be deemed given only when delivered by one of the following methods:

1. **Personal delivery**, effective upon receipt;
2. **Certified mail, return receipt requested**, postage prepaid, effective on the date of delivery as shown on the return receipt;
3. **Nationally recognized overnight courier**, effective on the date the courier confirms delivery; or
4. **Email**, provided it is sent to the official email address designated below.

Notices shall be sent to the following addresses, or to such other address as a Party may designate in writing:

For Galveston County: Galveston County Judge 722 Moody Avenue (21st Street) Galveston, Texas 77550 Email: margo.ihde@galvestoncountytx.gov

With a copy to: Galveston County Enterprise Service Department 722 Moody Avenue (21st Street), 6th Floor, Galveston, Texas 77550

For Hostee Agency: Chief Danny Sendejas

2929 Hwy 6, Suite 200 Bayou Vista Texas 77563

chief@bayouvista.us

Notice is deemed effective only as provided above. Failure to update a Party's notice address does not invalidate proper notice sent to the last address provided in writing.

ARTICLE XIV – DATA SHARING AGREEMENT WITH MOTOROLA

Each participating law enforcement agency shall execute and maintain a CJIS Security Addendum and data sharing agreement with Motorola Solutions, Inc., as required by the FBI and the Texas Department of Public Safety CJIS Security Policy.

Each Hostee Agency shall provide Galveston County with documentation of its executed agreement within thirty (30) days of execution. This agreement shall govern Motorola's role as a service provider with access to criminal justice information and ensure compliance with CJIS requirements.
Failure by a Hostee Agency to maintain an active CJIS Security Addendum or data sharing agreement with Motorola shall constitute a material breach of this Agreement and may result in suspension or termination pursuant to Article XI.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

GALVESTON COUNTY, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

CITY OF BAYOU VISTA, TEXAS

By: _____

Name: DANNY SENDEJAS

Title: CHIEF OF POLICE

Date: 4/24/2026

ADDENDUM A

LICENSE FEE SCHEDULE

TO THE INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION IN THE GALVESTON COUNTY PUBLIC SAFETY CONSORTIUM

(MOTOROLA PREMIERONE CAD/RMS SYSTEM)

This Addendum A is entered into by and between Galveston County, Texas ("Host Agency") and the City of Bayou Vista, Texas ("Hostee Agency"), pursuant to Article IX and Article XIII of the Interlocal Cooperation Agreement for Participation in the Galveston County Public Safety Consortium – Motorola PremierOne CAD/RMS System (the "Agreement").

This Addendum is hereby incorporated into the Agreement and shall be effective upon execution by the Parties.

I. INITIAL YEAR LICENSE FEES (From Go-Live)

Effective upon go-live, the following cost structure shall apply:

Description	Quantity	Unit Cost	Total Cost
RMS Licenses	9	$382.00	$3,438.00
Mobile CAD	6	$665.00	$3,990.00
Administrative Fee	10%		$742.80
Total			**$8,170.80**

Note: This total includes license fees and a ten percent (10%) administrative fee, in accordance with Article IX (Cost Allocation) of the Agreement.

II. ANNUAL MAINTENANCE FEES (Years Two Through Five)

Following go-live, the Hostee Agency shall pay the following recurring annual maintenance fees:

Description	Quantity	Unit Cost	Total Cost
RMS Licenses	9	$155.00	$1,395.00
Mobile CAD	6	$410.00	$2,460.00
Administrative Fee	10%		$385.00
Total			**$4,240.50**

Fees may change annually based on Motorola pricing or consortium cost changes; additionally, license counts are subject to audit.

Annual contributions are due in the first quarter of each fiscal year, as stated in Article IX of the Agreement.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*24.

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

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	5/14/26 9:02 am

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

May 22, 2026

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 have been exhausted.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
County of Galveston

Dickey, Tammy

From: Nolan, Edward
Sent: Tuesday, May 5, 2026 4:49 PM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 05/25/2026: 256100, Juv Justice 20260525
Attachments: 256100, Juv Justice 20260525.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for treatment as surplus or salvage – as appropriate : (**256100, Juv Justice 20260525.pdf**):

#	Qty	FAID	Make	Model	Serial #	Description	Cond
1	1		General Electric	GTS18FCSARWW	TM732641	Refrigerator	non-wo
2	1					Storage Drawers	Salvage
3	4					Filing Cabinet	
4	4					Book/Storage Shelf - Long	Salvage
5	1					Book/Storage Shelf - Med	Salvage
6	2					Book/Storage Shelf - Short	Salvage
7	1					Small Computer Desk	
8	16					Guest chairs	
9	10 bx					Fire Alarm Panel / Strobes	
10	4 bx		Yale			Yale Locks	19 years
11	4		Halsey Taylor	HAC8FSCQ 1E	200915956	Water Fountains	Salvage
12	1					TV Stand / Cabinet	
13	1					Storage Cabinet	
14	2					Long Shelves	
15	30					Folding Chairs	
16	4					American Red Cross CPR	Training
17	24					Portable chairs	
18	4					Office Chairs	
19	1					Weight scale	

Thanks!

PURCHASING DEPARTMENT
THE STATE OF TEXAS COUNTY OF GALVESTON
Edward Nolan
Sourcing Manager - Assets
722 Moody, 5th floor, Galveston, TX 77550
Main:409/770-5417
Edward.Nolan@co.galveston.tx.us
Galvestoncountytx.gov
Ensuring Fair Access, Real Value, and Local Impact in County Purchasing

PROPERTY DISPOSAL REPORT

DATE: 08/15/25

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 2561, Juvenile Justice, Zoa Castro
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: N/A - see attached sheets
FAID No. & Description

Reason for disposal: old, worn, and/or replaced

Serial No./VIN #: _____

From: 2561 Juvenile Justice Location: 6101 Attwater Ave, Texas City, TX 77590
Department No. & Name Building, Floor, Suite, or Room No.

Comments: Area needs to cleared ASAP for safety precautions.

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/5/2026
Date Form Processed

Edward [illegible]
Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 08/15/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ Zoa Castro 2561 Juvenile Justice
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: n/a- see attached Description: see attached sheets

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: Furniture/Equipment: Classroom/Break Room

Reason for Disposal: old, worn, and replaced

Is this item currently in sound working condition? X Yes ____ No

If no, please describe and list all defects.

Other:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/5/2026
Date Form Processed

Edward
Fixed Asset Property Manager

Form No. FA-10
04/20/2015

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 03/24/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ Zoa Castro 2561 Juvenile Justice
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: n/a - see attached Description: see attached sheets

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: Furniture/Equipment: Classroom/Fire Alarm/Fountains

Reason for Disposal: old, worn, and replaced

Is this item currently in sound working condition? ____ Yes ____ No

If no, please describe and list all defects.

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/5/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-10
04/20/2015

PROPERTY DISPOSAL REPORT

DATE: 03/24/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 2561 Juvenile Justice Zoa Castro
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: N/A - See attached sheet
FAID No. & Description

Reason for disposal: old, worn, and or broken/replaced

Serial No./VIN #: _____

From: 2561 Juvenile Justice Location: 6101 Attwater Ave, Texas City
Department No. & Name Building, Floor, Suite, or Room No.

Comments: *need to clear area asap for safety precautions*

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

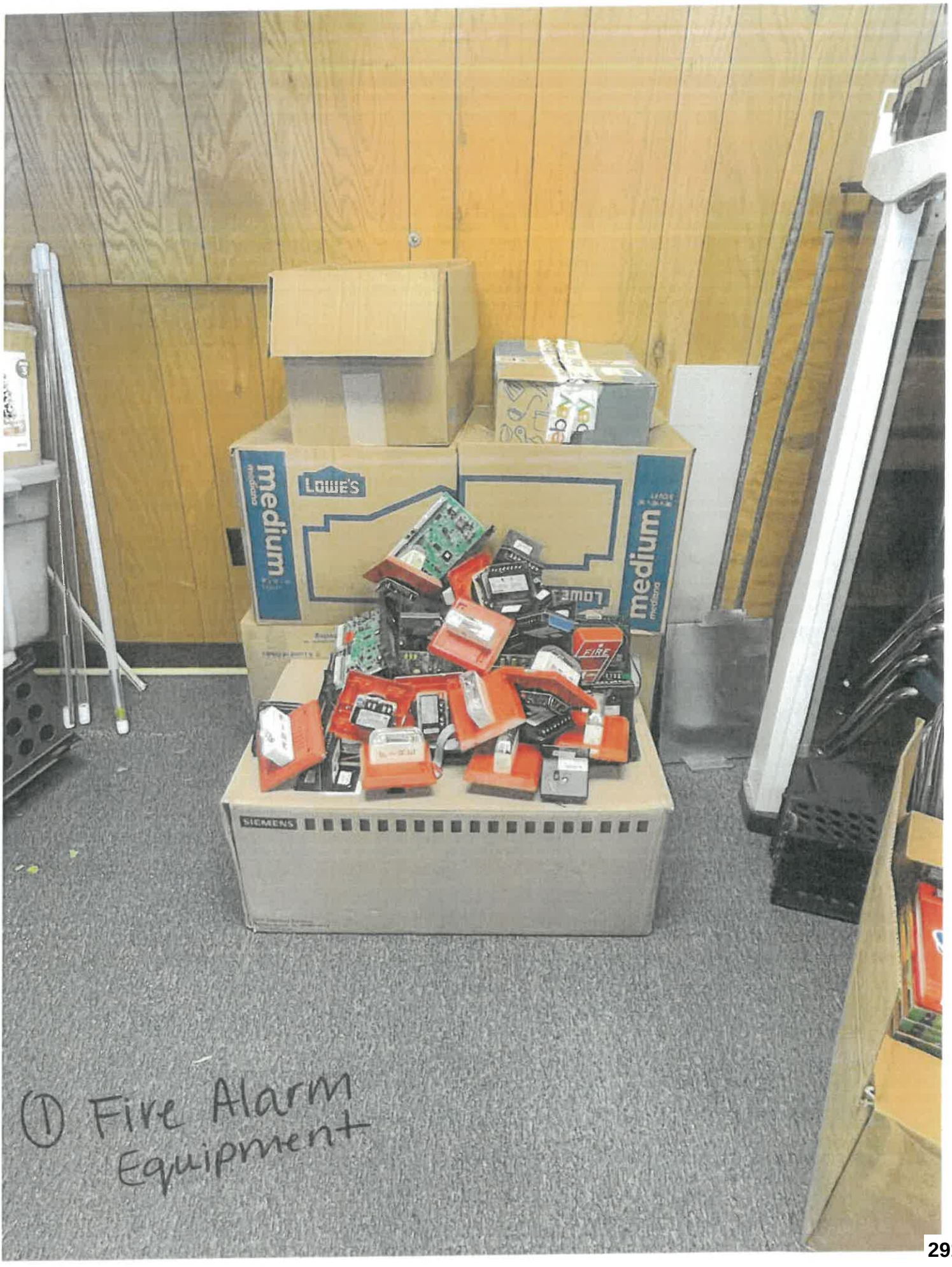
PURCHASING DEPARTMENT USE ONLY

5/5/2026
Date Form Processed

Edward J. [illegible]
Fixed Asset Property Manager

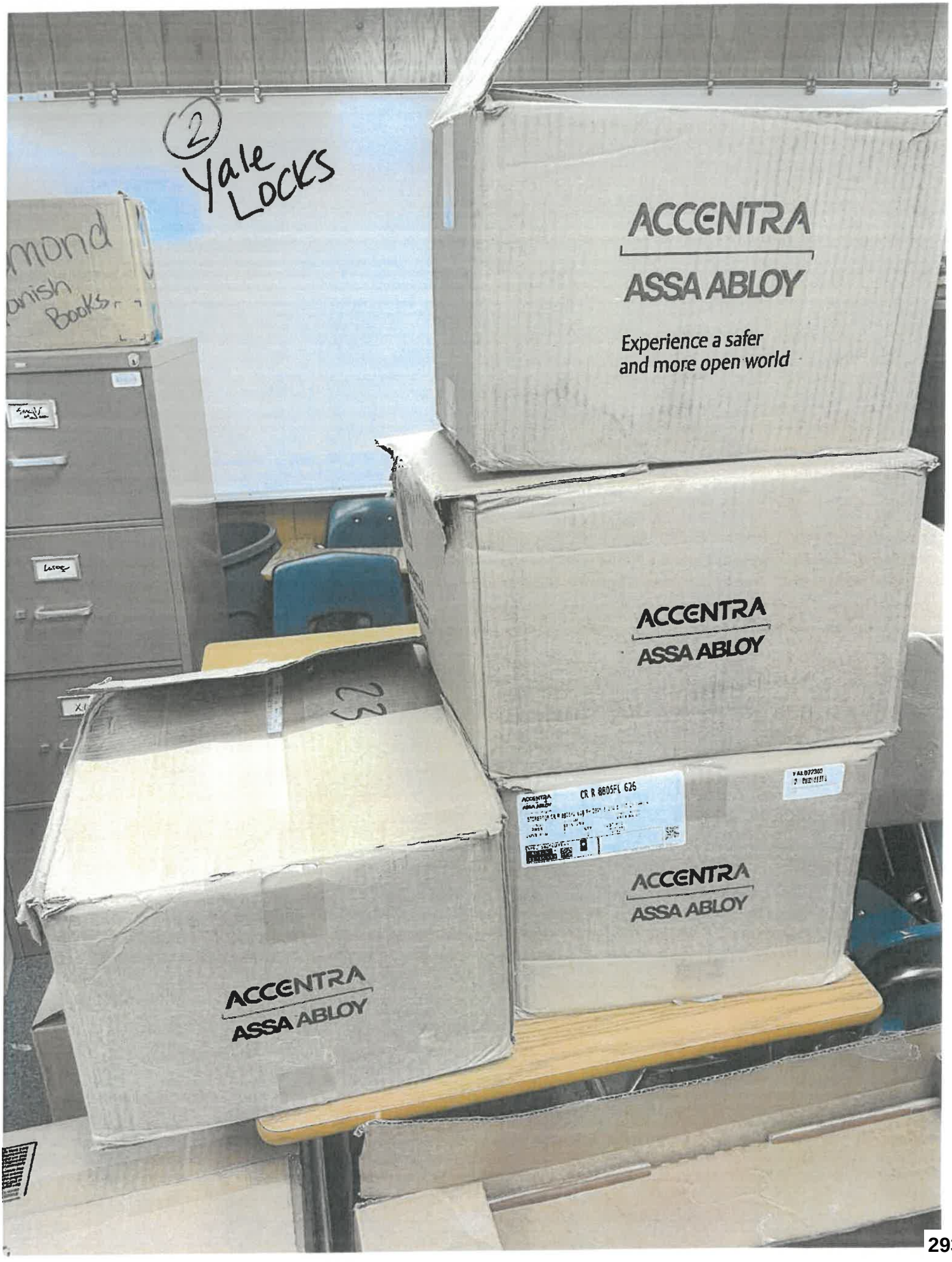
Form No. FA-09

#	Qty	FAID	Make	Model	Serial #	Description	Condition/Notes
1	1		General Electric	GTS18FCSARWW	TM732641	Refrigerator	non-working, salvage
2	1					Storage Drawers	Salvage
3	4					Filing Cabinet	
4	4					Book/Storage Shelf - Long	Salvage
5	1					Book/Storage Shelf - Med	Salvage
6	2					Book/Storage Shelf - Short	Salvage
7	1					Small Computer Desk	
8	16					Guest chairs	
9	10 bx					Fire Alarm Panel / Strobes	
10	4 bx		Yale			Yale Locks	19 years old
11	4		Halsey Taylor	HAC8FSCQ 1E	200915956	Water Fountains	Salvage
12	1					TV Stand / Cabinet	
13	1					Storage Cabinet	
14	2					Long Shelves	
15	30					Folding Chairs	
16	4					American Red Cross CPR	Training Equip
17	24					Portable chairs	
18	4					Office Chairs	
19	1					Weight scale	

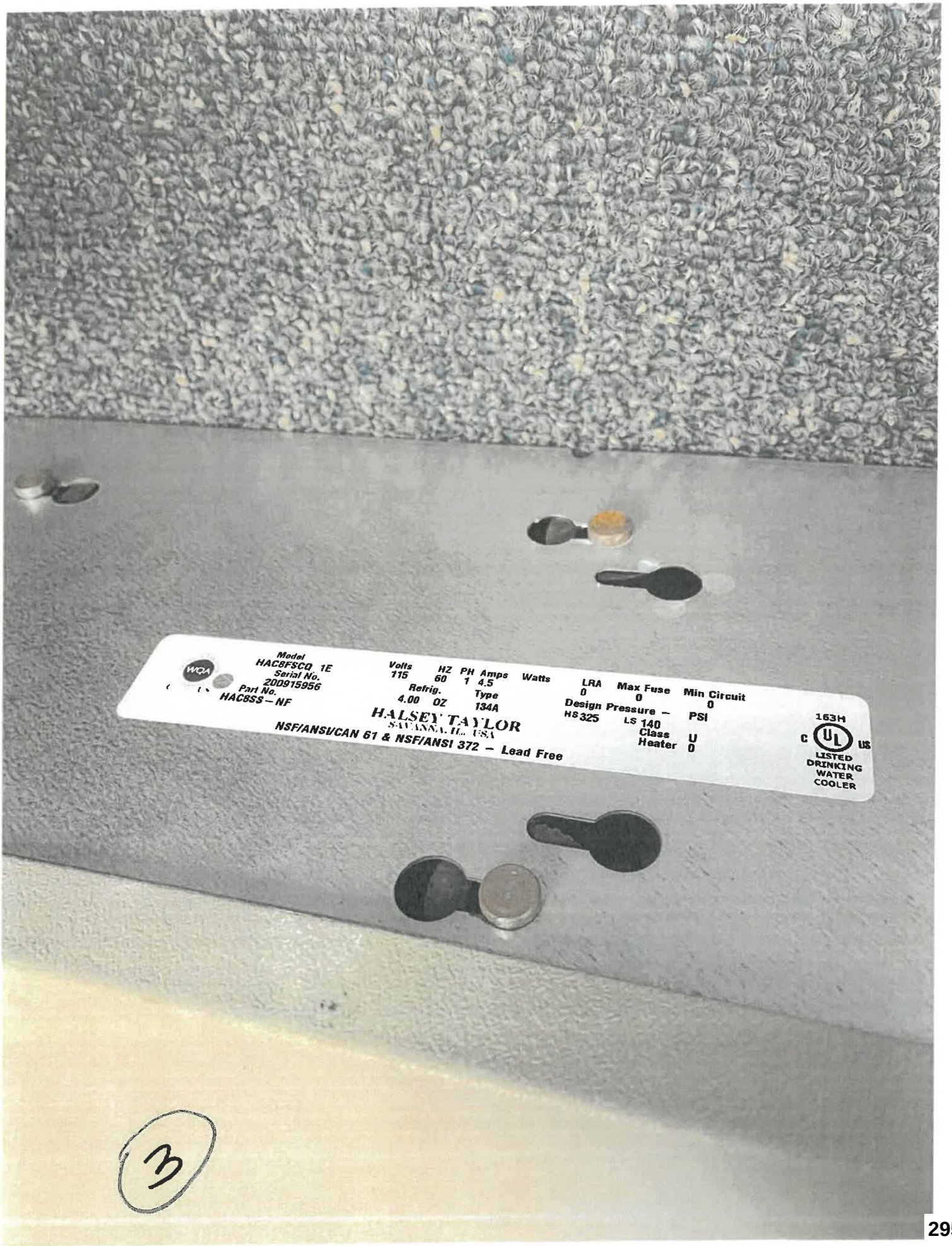


(1) Fire Alarm Equipment

(1) Packed Fire Alarm Equipment

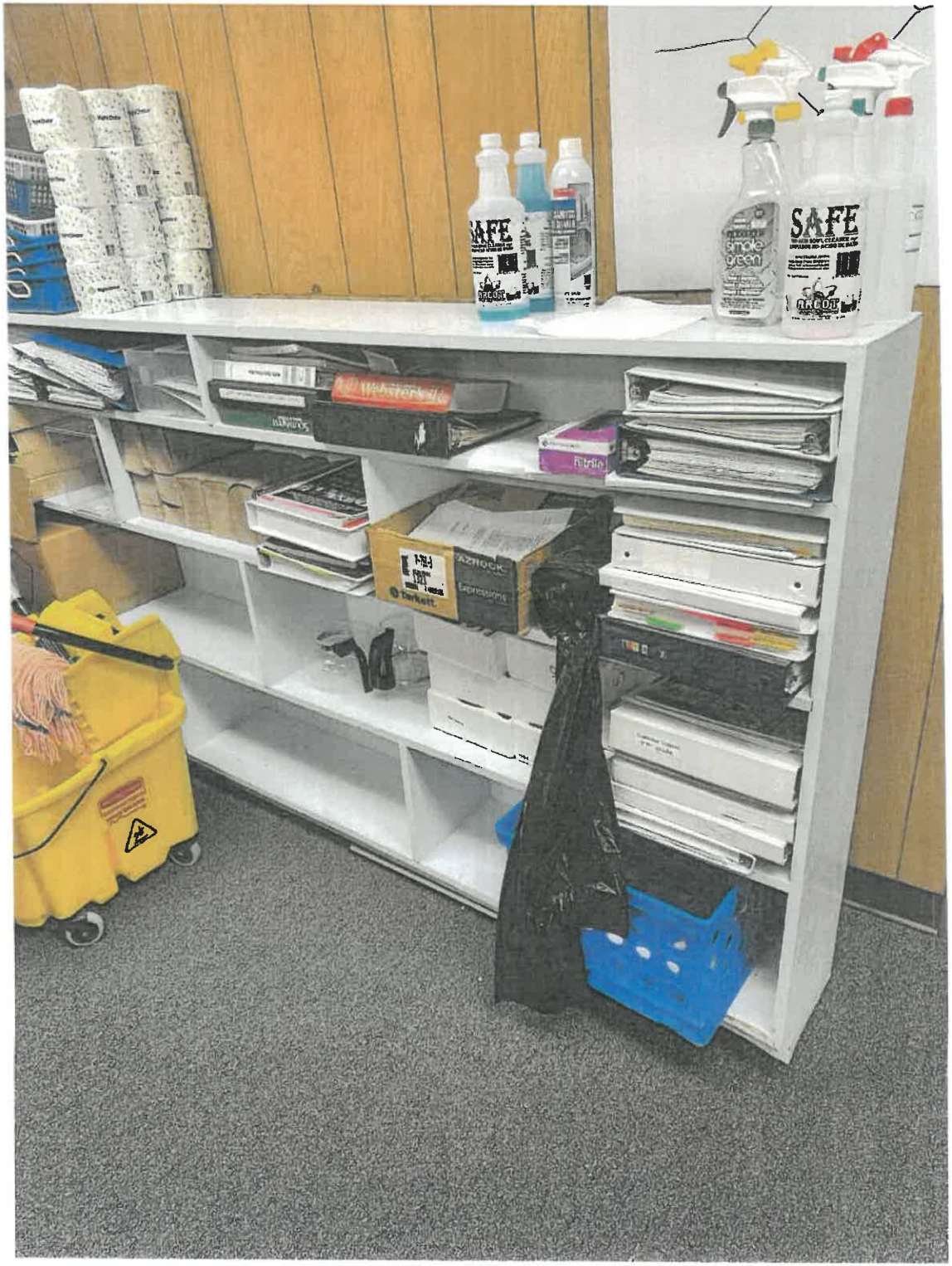

(2)
Yale
Locks
ACCENTRA
ASSA ABLOY
Experience a safer
and more open world
ACCENTRA
ASSA ABLOY
ACCENTRA
ASSA ABLOY
ACCENTRA
ASSA ABLOY
CR R 8805FL 626

3 Water Fountains


Model
HAC8FSCQ 1E
Serial No.
200915956
Part No.
HAC8SS – NF
Volts
115
HZ
60
PH
1
Amps
4.5
Watts
Refrig.
4.00 OZ
Type
134A
LRA
0
Max Fuse
0
Min Circuit
0
Design Pressure –
HS 325
LS 140
PSI
Class
Heater
U
0
HALSEY TAYLOR
SAVANNA, IL, USA
NSF/ANSI/CAN 61 & NSF/ANSI 372 – Lead Free
163H
C UL US
LISTED
DRINKING
WATER
COOLER
3

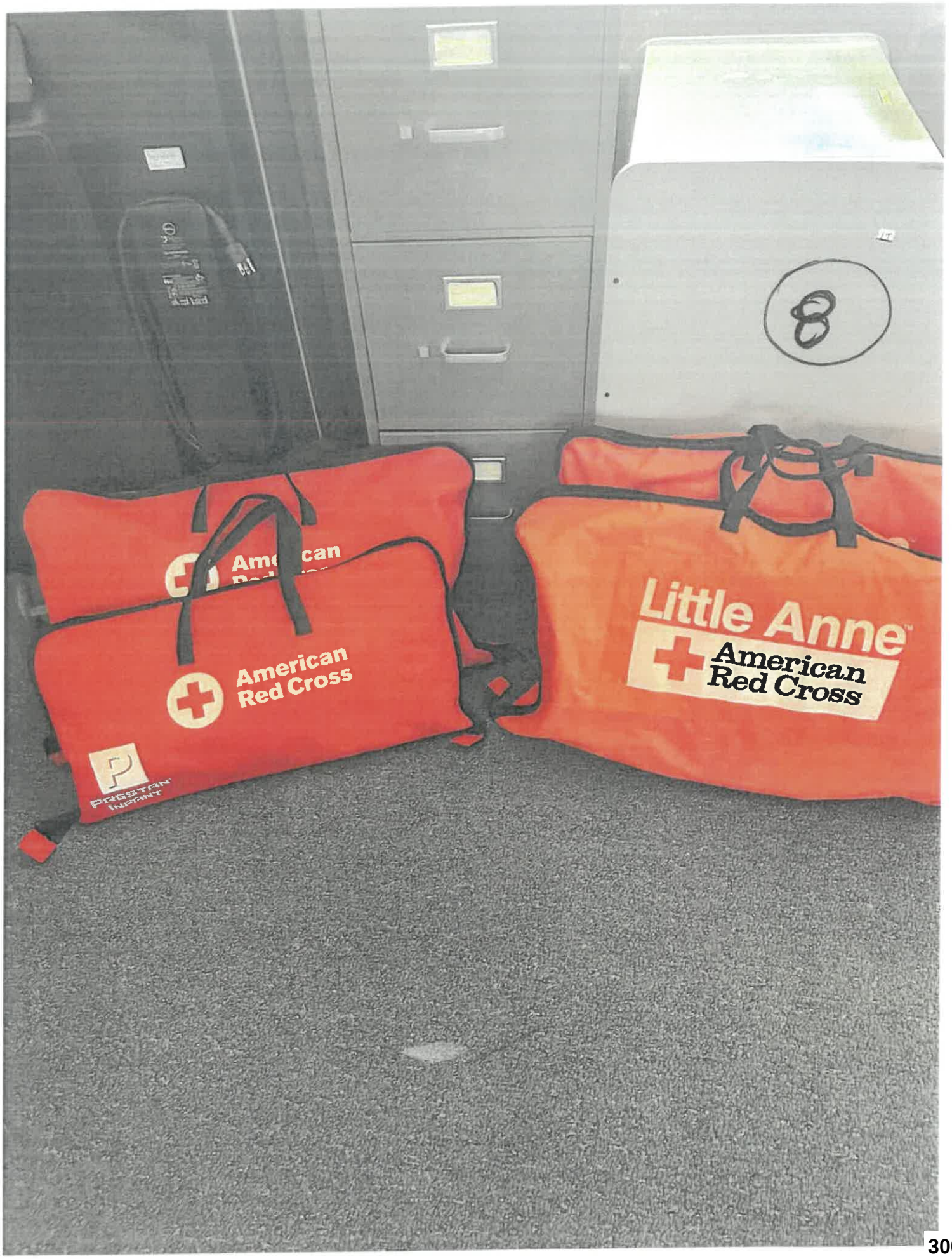
A

5



6
2 long
Shelves

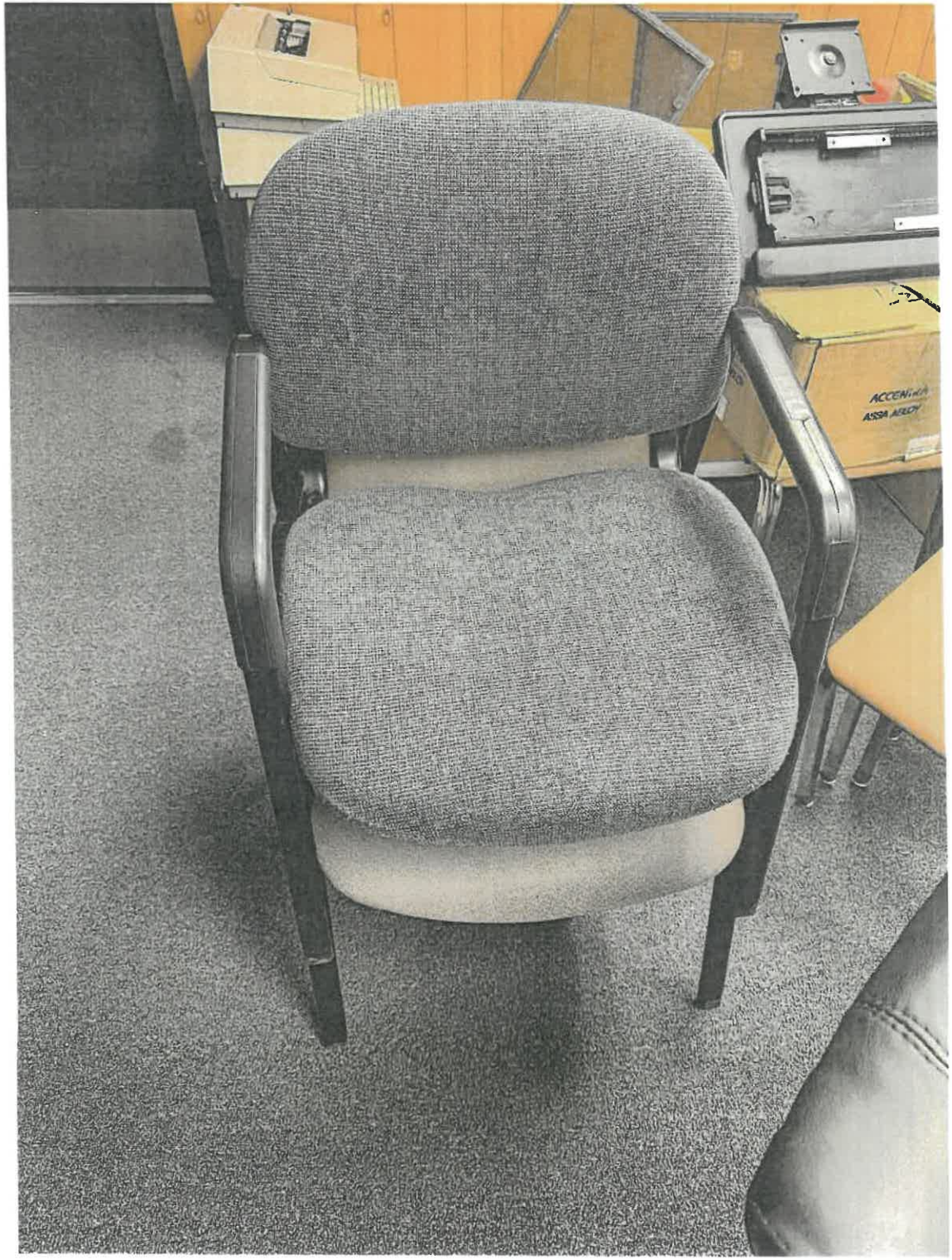
7


8
American Red Cross
PRESTAN INFANT
Little Anne
American Red Cross

(9)

(9)

9



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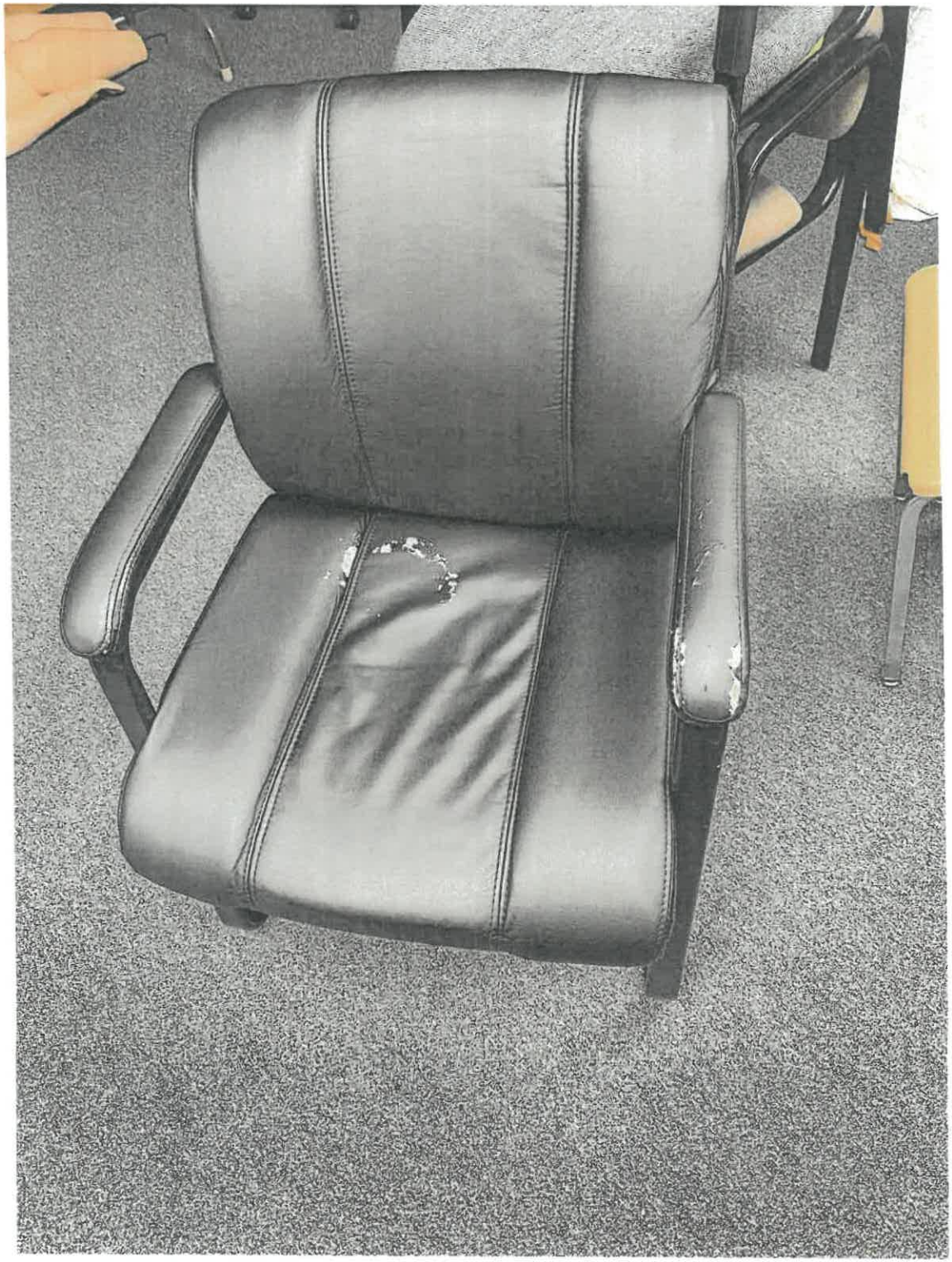
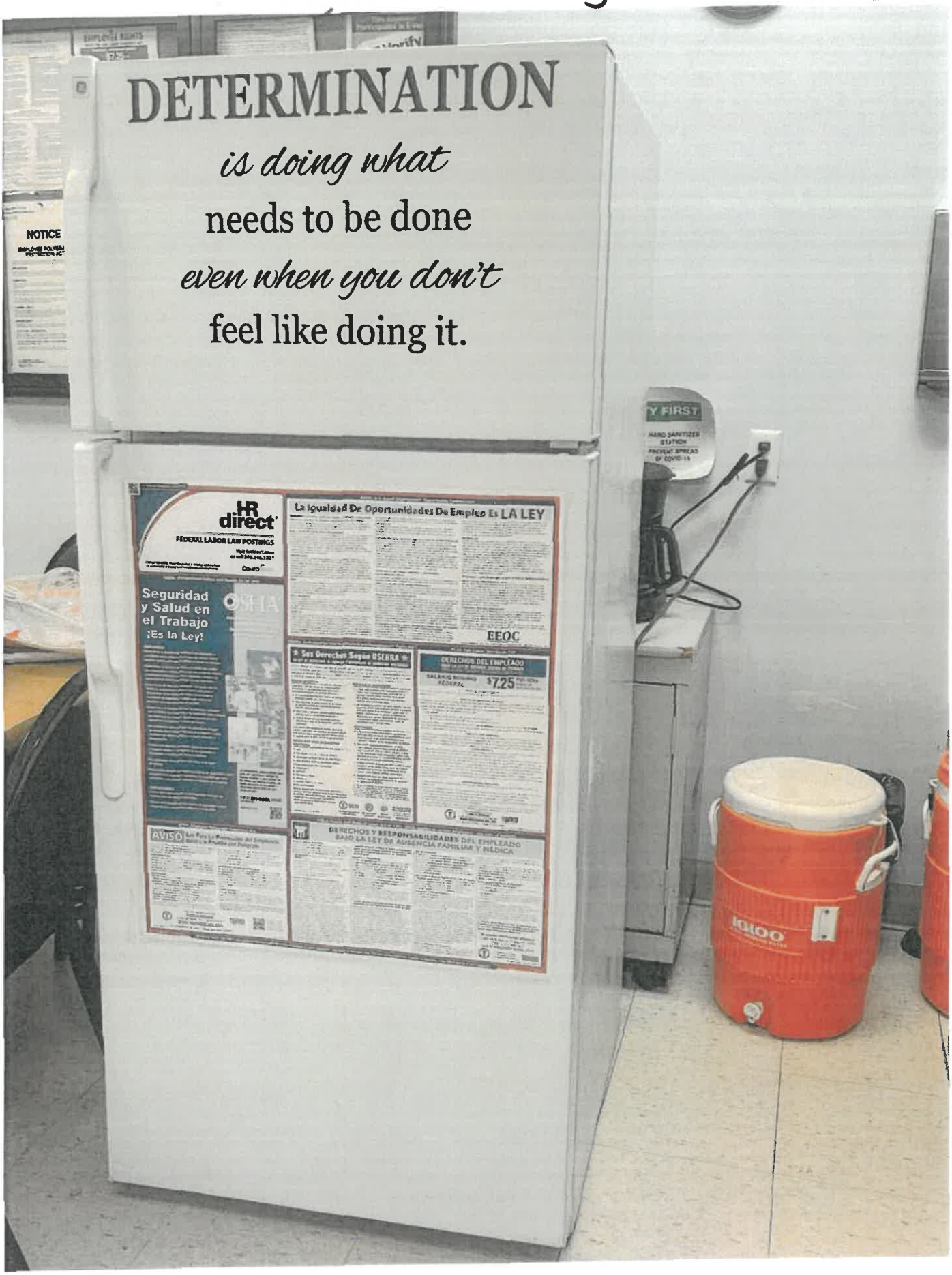


10

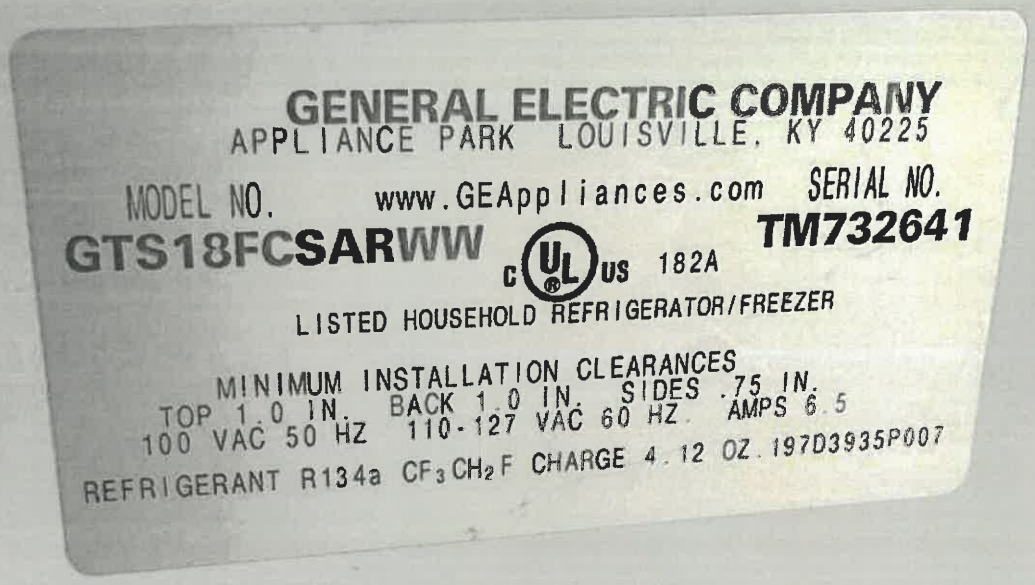
e

UME N
medium
Right Choice

Refrigerator Item #1



Refrigerator Sticker



Storage Drawers
Item #2

Item # 3
Georgia-Pacific Papers
Item # 4

Item #3
Small/ Medium
Large
XL

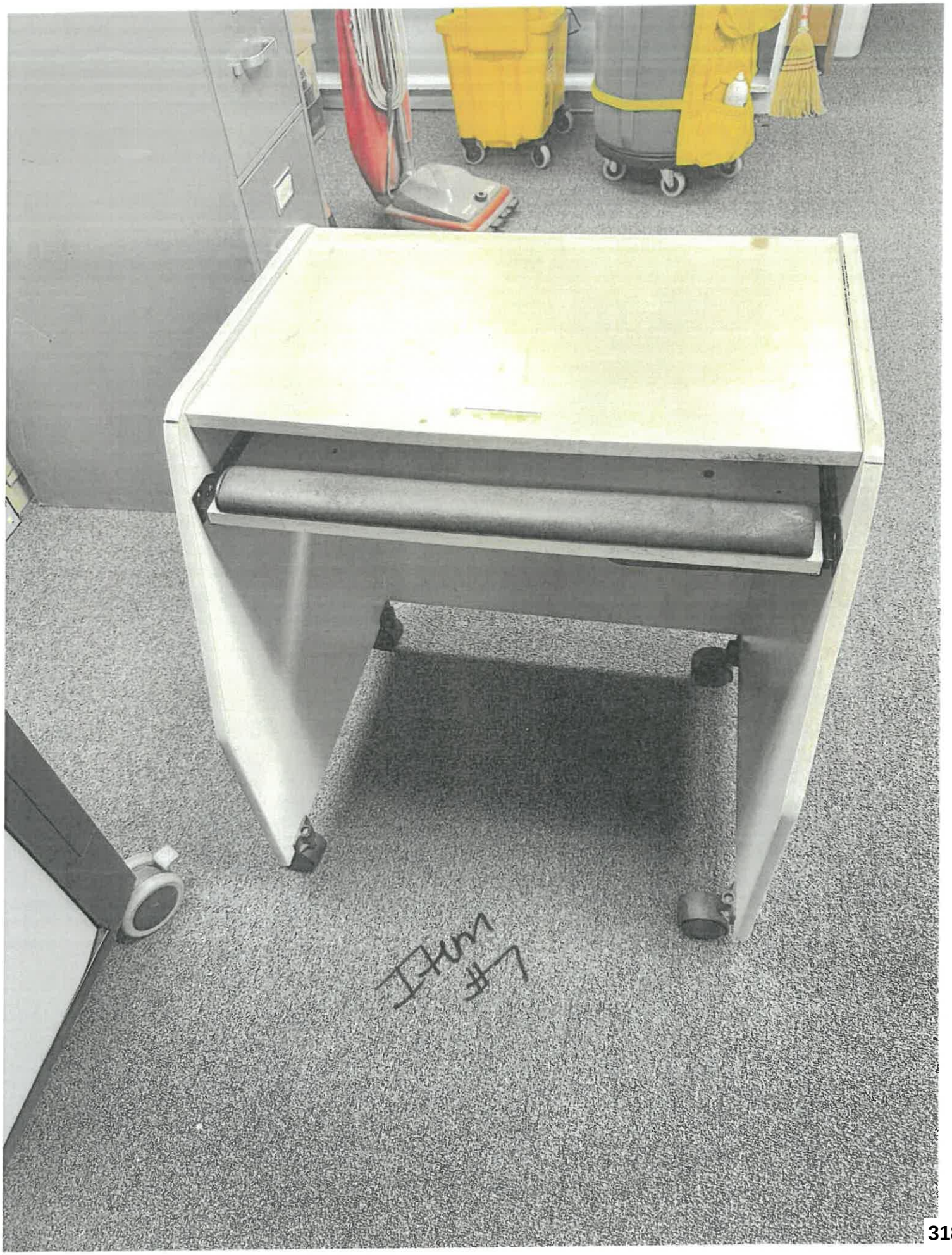
Georgia-Pacific Papers
JAEP
Item #3

HON
Item #3

Item # 4
Qty 4

Item # 5

Item #16


Item #7

Nolan, Edward

From: Nolan, Edward
Sent: Wednesday, May 13, 2026 2:09 PM
To: Dickey, Tammy
Subject: RE: Agenda request for commissioners court 5/25/2026: 411100 , Mosq Ctrl surplus 20260525
Attachments: 411100 , Mosq Ctrl surplus 20260525.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for treatment as surplus: (**411100 , Mosq Ctrl surplus 20260525.pdf**):

#	Qty	FAID	Make	Model	Serial #	Description	Condition/Notes
1	10	N/A	Handheld	Nautiz X7		Ruggedized PDA	
2	10	N/A	Handheld	Nautiz X7		Batteries (for tablets)	
3	1	N/A				Vehicle lift	

Thanks!

PURCHASING DEPARTMENT
THE STATE OF TEXAS COUNTY OF GALVESTON
Edward Nolan
Sourcing Manager - Assets
722 Moody, 5th floor, Galveston, TX 77550
Main:409/770-5417
Edward.Nolan@co.galveston.tx.us
Galvestoncountytx.gov
Ensuring Fair Access, Real Value, and Local Impact in County Purchasing

PROPERTY DISPOSAL REPORT

DATE: 05/13/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 411100, Mosquito Control Ashley Wilson
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: N/A - Lift & PDAs see attached sheet
FAID No. & Description

Reason for disposal: No longer needed / outdated

Serial No./VIN #: _____

From: 411100, Mosquito Control Location: 5115 Hwy 3, Mosq Ctrl
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/13/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 05/13/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ Ashley Wilson 411100, Mosquito Control
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: N/A Description: Lift & PDAs see attached sheet

Make: Handheld Group Model: Nautiz X7

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: Information recording + vehicle lift

Reason for Disposal: No longer needed / outdated

Is this item currently in sound working condition? ____ Yes X No

If no, please describe and list all defects.

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/13/2026
Date Form Processed

Edward
Fixed Asset Property Manager

Form No. FA-10
04/20/2015

#	Qty	FAID	Make	Model	Serial #	Description	Condition/Notes
1	10	N/A	Handheld	Nautiz X7		Ruggedized PDA	
2	10	N/A	Handheld	Nautiz X7		Batteries (for tablets)	
3	1	N/A				Vehicle lift	
4							

XAT.COM

XAT.COM

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*25.

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

Consideration of Temporary Price Adjustment for Cleveland Asphalt Products, Inc. under ITB 25-065 - Asphalt, Oils & Emulsions submitted by Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/13/26 4:08 pm
2	Dianna Martinez	Approve	5/14/26 8:21 am

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT
AGENT

ASHLEY CLARK
ASST. PURCHASING

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

Clayton Moore, Sales Representative
Cleveland Asphalt Products, Inc.
PO Box 1449
Shepherd, TX 77371

Re: Temporary Price Adjustment – ITB 25-065 Asphalt, Oils & Emulsions

Mr. Moore,

Galveston County acknowledges receipt of your correspondence dated **March 31, 2026**, in which Cleveland Asphalt Products requested an immediate price adjustment due to the rapid increase in liquid asphalt costs. Your letter states that *"liquid asphalt pricing increased from $450 per ton in early March to $500 per ton later in the month, and has now risen further to $625 per ton heading into April."* You further noted that if a price adjustment is not feasible, Cleveland Asphalt would *"need to discontinue ITB 25-065… effective April 30, 2026."*

After review of your request and the supporting Valero rack price documentation, the County will approve a **temporary price increase for a period of six (6) months**, subject to the following conditions:

1. Temporary Price Adjustment (Six-Month Term)
The County approves the revised delivered pricing requested in your March 31, 2026, submittal for the period **May 01, 2026, through November 01, 2026**. This approval applies only to the following rates:

- SS-1: $3.05/GL
- CRS-2: $2.95/GL
- EAP&T: $3.05/GL
- Crystal Beach SS-1/EAP&T: $3.30/GL
- CRS-2P: $3.40/GL

(As listed in your attached pricing table.)

2. Mandatory Reassessment Before Expiration
No later than **October 1, 2026**, Cleveland Asphalt must provide updated market data, including current rack pricing and any cost-basis justification, for the County's review.
At that time, the County will determine whether:

- pricing will revert to the original contract rates,
- the temporary increase will be extended, or
- a different adjustment is warranted.

3. Contract Terms Remain Unchanged
Consistent with Section 6 of the Contract, all terms and conditions remain unchanged except for pricing during the temporary adjustment period. The contract states that renewal-year pricing may change while all other terms remain in full force and effect.

4. County's Right to Cancel
This temporary approval does not limit the County's right to cancel the contract with **thirty (30) days' written notice**, as provided in Section 7 of the Contract.

5. Continuity of Service
This temporary increase is approved with the understanding that Cleveland Asphalt will continue to perform all obligations under ITB 25-065 without interruption during the six-month period.

Please indicate your acceptance of these terms by signing below and returning the executed copy to the Galveston County Purchasing Department.

We appreciate your continued partnership and your timely communication during these market disruptions.

Accepted and Agreed:

Cleveland Asphalt Products, Inc.

_____ Date: _____
Clayton Moore, Sales Representative

CLEVELAND ASPHALT PRODUCTS

Emulsions & Cutback Asphalt • RAP Recyclers

March 31, 2026

To Whom It May Concern:

Cleveland Asphalt Products values our longstanding working relationship with Galveston County. We take pride in supplying high-quality materials that contribute to safe, durable roadways for your community.

Over the past several weeks, the asphalt market has experienced a sharp increase in costs due to conflict involving Iran, which has disrupted global oil supply and raised crude prices. As oil is the primary raw material in asphalt production, these changes have directly impacted the cost of liquid asphalt, transportation, and overall production.

By way of context, liquid asphalt pricing increased from $450 per ton in early March to $500 per ton later in the month, and has now risen further to $625 per ton heading into April.

Due to this rapid and unforeseen increase, Cleveland Asphalt Products respectfully requests that Galveston County consider an immediate price adjustment to allow us to continue providing the same level of service and product quality you expect.

If a price adjustment is not feasible, Cleveland Asphalt Products will regrettably need to discontinue ITB 25-065 Asphalt, Oil, & Emulsions effective April 30, 2026 due to these recent market conditions.

We appreciate your understanding during these challenging market conditions and sincerely hope to continue our partnership with Galveston County.

Sincerely,

Clayton Moore
Sales Representative
Cleveland Asphalt Products

CLEVELAND ASPHALT PRODUCTS
Emulsions & Cutback Asphalt • RAP Recyclers

Date: 3/31/2026

PO Box 1449
Shepherd, Texas 77371

Phone: 800-334-0177
Fax: 936-628-6602

Galveston County
ITB 25-065 Asphalt, Oil, & Emulsions

Product	Quantitiy	Units	Current Price	Requested Increase Price
			Delivered	Delivered
Group 1 (Santa Fe)				
SS-1	3,000.00	GL	$2.75	$3.05
CRS-2	120,000.00	GL	$2.65	$2.95
EAP&T	3,000.00	GL	$2.75	$3.05
Group 2 (San Leon)				
SS-1	3,000.00	GL	$2.75	$3.05
CRS-2	3,000.00	GL	$2.75	$3.05
EAP&T	3,000.00	GL	$2.75	$3.05
Group 3 (Crystal Beach)				
SS-1	1,500.00	GL	$3.00	$3.30
CRS-2	15,000.00	GL	$2.65	$2.95
EAP&T	1,500.00	GL	$3.00	$3.30
Group 4 (Plant Site)				
SS-1	4,500.00	GL	$2.50	$2.80
CRS-2	4,500.00	GL	$2.50	$2.80
EAP&T	21,000.00	GL	$2.50	$2.80
CRS-2P	4,500.00	GL	$2.90	$3.40

Clayton Moore

March 30, 2026

To: Our Valued Customers

Effective April 1, 2026 Valero Marketing And Supply Company will change the Daily Rack Prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville.

Below you will find updated pricing on individual materials that apply. Rack Prices are subject to change at any given time with or without advanced notice.

Corpus Christi Terminal		Corpus Christi Refinery		Houston		Brownsville	
PG64-22	$625/ton	PG64-22	$625/ton	PG64-22	$625/ton	PG64-22	$640/ton
PG70-22S	$735/ton	PG70-22S	$735/ton	PG70-22S	$735/ton	PG76-22S	$800/ton
PG76-22S	$785/ton	PG76-22S	$785/ton	PG76-22S	$785/ton		
PG58-28	$655/ton	AC-5	$680/ton	PG58-28	$655/ton		
PG58-22	$655/ton	AC-10	$655/ton	PG58-22	$655/ton		
AC-15P	$800/ton	EMFL	$665/ton	AC-15P	$800/ton		
AC20-XP	$800/ton			AC20-XP	$800/ton		
AC-0.6	$730/ton			AC20-5TR	$800/ton		
AC-3	$685/ton			AC-0.6	$730/ton		
AC-5	$680/ton			AC-5	$680/ton		
AC-10	$655/ton			AC-10	$655/ton		
MC-30	$1,375/ton			RC-250	$1,025/ton		
RC-250	$1,025/ton						
PG79-13	$800/ton						

Sidney Pujol
Sr. Manager Asphalt Marketing

CC: Mandy Monjaras
Jessica Smierciack

March 10, 2026

To: Our Valued Customers

Effective March 15, 2026 Valero Marketing And Supply Company will change the Daily Rack Prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville.
Below you will find updated pricing on individual materials that apply.

Corpus Christi Terminal		Corpus Christi Refinery		Houston		Brownsville	
PG64-22	$500/ton	PG64-22	$500/ton	PG64-22	$500/ton	PG64-22	$515/ton
PG70-22S	$610/ton	PG70-22S	$610/ton	PG70-22S	$610/ton	PG76-22S	$675/ton
PG76-22S	$660/ton	PG76-22S	$660/ton	PG76-22S	$660/ton		
PG58-28	$530/ton	AC-5	$555/ton	PG58-28	$530/ton		
PG58-22	$530/ton	AC-10	$530/ton	PG58-22	$530/ton		
AC-15P	$675/ton	EMFL	$540/ton	AC-15P	$675/ton		
AC20-XP	$675/ton			AC20-XP	$675/ton		
AC-0.6	$605/ton			AC20-5TR	$675/ton		
AC-3	$560/ton			AC-0.6	$605/ton		
AC-5	$555/ton			AC-5	$555/ton		
AC-10	$530/ton			AC-10	$530/ton		
MC-30	$825/ton			RC-250	$765/ton		
RC-250	$765/ton						
PG79-13	$675/ton						

Sidney Pujol
Sr. Manager Asphalt Marketing

CC: Mandy Monjaras
Jessica Smierciack

February 12, 2025

Internal Memo – Not For Distribution

To: Our Valued Customers

Effective February 15 , 2025 Valero Marketing And Supply Company will change the Daily Rack Prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville.

Below you will find updated pricing on individual materials that apply.

Corpus Christi Terminal		Corpus Christi Refinery		Houston		Brownsville	
PG64-22	$450/ton	PG64-22	$450/ton	PG64-22	$450/ton	PG64-22	$465/ton
PG70-22S	$560/ton	PG70-22S	$560/ton	PG70-22S	$560/ton	PG76-22S	$625/ton
PG76-22S	$610/ton	PG76-22S	$610/ton	PG76-22S	$610/ton		
PG58-28	$480/ton	AC-5	$505/ton	PG58-28	$480/ton		
AC-15P	$625/ton	AC-10	$480/ton	AC-15P	$625/ton		
AC20-XP	$625/ton	EMFL	$490/ton	AC20-XP	$625/ton		
AC-0.6	$555/ton			AC20-5TR	$635/ton		
AC-3	$510/ton			AC-0.6	$555/ton		
AC-5	$505/ton			AC-5	$505/ton		
AC-10	$480/ton			AC-10	$480/ton		
MC-30	$775/ton			RC-250	$715/ton		
RC-250	$715/ton						

Sidney Pujol
Sr. Manager Asphalt Marketing

CC: Mandy Monjaras
Jessica Smierciack

December 2, 2025

To: Our Valued Customers

Effective December 2 , 2025 Valero Marketing And Supply Company will change the Daily Rack Prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville.

Below you will find updated pricing on individual materials that apply.

Corpus Christi Terminal		Corpus Christi Refinery		Houston		Brownsville	
PG64-22	$475/ton	PG64-22	$475/ton	PG64-22	$475/ton	PG64-22	$490/ton
PG70-22S	$585/ton	PG70-22S	$585/ton	PG70-22S	$585/ton	PG76-22S	$650/ton
PG76-22S	$635/ton	PG76-22S	$635/ton	PG76-22S	$635/ton		
PG58-28	$505/ton	AC-5	$530/ton	PG58-28	$505/ton		
AC-15P	$650/ton	AC-10	$505/ton	AC-15P	$650/ton		
AC20-XP	$650/ton	EMFL	$515/ton	AC20-XP	$650/ton		
AC-0.6	$580/ton			AC20-5TR	$660/ton		
AC-3	$535/ton			AC-0.6	$580/ton		
AC-5	$530/ton			AC-5	$530/ton		
AC-10	$505/ton			AC-10	$505/ton		
MC-30	$800/ton			RC-250	$740/ton		
RC-250	$740/ton						

Sidney Pujol
Sr. Manager Asphalt Marketing

CC: Mandy Monjaras
Jessica Smierciack

October 31, 2025

To: Our Valued Customers

Effective November 1, 2025 Valero Marketing And Supply Company will change the Daily Rack Prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville.

Below you will find updated pricing on individual materials that apply.

Corpus Christi Terminal		Corpus Christi Refinery		Houston		Brownsville	
PG64-22	$490/ton	PG64-22	$490/ton	PG64-22	$490/ton	PG64-22	$505/ton
PG70-22S	$600/ton	PG70-22S	$600/ton	PG70-22S	$600/ton	PG76-22S	$665/ton
PG76-22S	$650/ton	PG76-22S	$650/ton	PG76-22S	$650/ton		
PG58-28	$520/ton	AC-5	$545/ton	PG58-28	$520/ton		
AC-15P	$665/ton	AC-10	$520/ton	AC-15P	$665/ton		
AC20-XP	$665/ton	EMFL	$530/ton	AC20-XP	$665/ton		
AC-0.6	$595/ton			AC20-5TR	$675/ton		
AC-3	$550/ton			AC-0.6	$595/ton		
AC-5	$545/ton			AC-5	$545/ton		
AC-10	$520/ton			AC-10	$520/ton		
MC-30	$815/ton			RC-250	$755/ton		
RC-250	$755/ton						

Sidney Pujol
Sr. Manager Asphalt Marketing

CC: Mandy Monjaras
Jessica Smierciack

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*26.

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

Consideration of Price Adjustment for Lucas Construction, Inc. under B241012 - Miscellaneous Asphalt Paving submitted by Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/13/26 6:01 pm
2	Dianna Martinez	Approve	5/14/26 9:54 am

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT
AGENT

ASHLEY CLARK
ASST. PURCHASING

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

Jimmy McGinnis,
Vice President Lucas Construction Company, Inc.
551 W. League City Parkway
League City, TX 77573

Re: Price Adjustment – Bid B241012 (Miscellaneous Asphalt Paving)

Mr. McGinnis,

Galveston County acknowledges receipt of your correspondence dated **May 1, 2026**, requesting a **$7.00 per ton price increase** for services under Bid **B241012**, citing rising diesel fuel and oil product costs. Your letter states: *"we are sorry to inform you of a price increase request of $7.00/TON… to result in a revised unit price of $159/TON."*

After review of your request and the governing contract, the County will **approve this price increase through the end of the current agreement**, subject to the terms below.

1. Temporary Price Adjustment
The County approves a unit price of **$159.00 per ton** for the period **May 01, 2026, through January 22, 2027**.
This approval is limited to the period stated above and does **not** constitute acceptance of the increased rate beyond that period.

2. Contract Terms Remain Unchanged
All other terms, conditions, and obligations of Contract **CM24083** remain unchanged and in full force and effect, consistent with the renewal clause stating that renewals maintain all terms except pricing. The contract provides that renewal options may 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**."

4. County's Right to Cancel
This increase does not limit the County's right to cancel the contract with **thirty (30) days' written notice**, as provided in Section 7 of the contract.

Please indicate your acceptance of these terms by signing below and returning the executed copy to the Galveston County Purchasing Department.

We appreciate your continued partnership and your timely communication during these market disruptions.

Accepted and Agreed:

Lucas Construction Company, Inc.

_____ Date: _____
Jimmy McGinnis, Vice President

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*27.

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

Contract Approval Request Form

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

1) **Date of Request:** 4/30/2026
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Road & Bridge**
5) **Department Contact: Zach Smith**
6) **Description: Lightweight Aggregate**

7) **PEID No: 722458**
8) **Req No:**
9) **Orgkey: 2301 312120**
10) **Object Code: 5324000**
11) **Vendor: Arcosa**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: FM Lateral**
14) **Fund #: 2301**
15) **Current Year Budgeted: 1,280,000**
16) **Current Year Projected: 70,000**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 6/12/2026
23) **Auto Renewal Contract:** No
24) **Bid No: 26-088**
25) **Contract End Date:** 6/11/2029
26) **Contract # Issued by Purchasing Department: 256331 (SC-0001051)**

NOTES: HB1295 to be requested

Approval History

Seq #	Approver	Action	Action Date
1	Zachary Smith	Approve	5/4/26 7:48 am
2	Melissa Fleming	Approve	5/6/26 11:36 am
3	Francisco Rodriguez	Approve	5/11/26 10:53 am
4	Rodolfo Gomez	Approve	5/12/26 2:39 pm
5	Diana Huallpa	Approve	5/13/26 10:07 am
6	Sergio Cruz	Approve	5/13/26 11:44 am
7	Veronica Van Horn	Approve	5/13/26 11:57 am

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: CM

Solicitation Number: ITB 26-088 Lightweight Aggregate Road Materials

Term of Contract: Three (3) years with two (2) one (1) year extensions

Beginning date of the Contract will be June 12, 2026. The Contract will terminate on June 11, 2029 .

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: Arcosa Lightweight

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:

Arcosa LWT
1112 E. Copeland Rd. #500
Arlington, TX 76011

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 continent 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 _____, _____.

Contractor:

Arrosa LOT

By: **Date:**

Barrett Reese 4/1/26

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

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 _____, _____.

Contractor:

Arcosa LWT

By: **Date:**

4/1/26

Galveston County

By: **Date:**

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

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 _____, _____.

Contractor:

Arcosa LWT

By: **Date:**

4/1/26

Galveston County

By: **Date:**

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

May 11, 2026

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

RE: ITB 26-088, Lightweight Aggregate Road Materials

Gentlemen,

Bids for ITB 26-0088, Lightweight Aggregate Road Materials were opened on April 16, 2026. One (1) bid was received from the following company:

- Arcosa Materials, Inc, dba Arcosa LWS, LLC Arlington, TX

After careful review, it is requested that this bid be awarded to the low bid, Arcosa Materials, Inc. dba Arcosa LWS, LLC.

Your consideration and approval of this award recommendation is respectfully requested.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
County of Galveston

The County of Galveston

Road and Bridge Department
Seawall Maintenance Department
Bolivar Peninsula Beach Maintenance
Fleet Service Department
Zach Smith, Assistant Road Administrator/O:281-534-4152

Date: April 17, 2026

To: Francisco Rodriguez, Purchasing Agent

From: Zach Smith, Road Administrator

CC: Tammy Dickey, Administrative Assistant

RE: **Bid#26-088 Lightweight Aggregate**

In reference to the above bid for Lightweight Aggregate, I recommend awarding to the only bidder, Arcosa Lightweight.

Thank you for your assistance in obtaining this bid.

V/R,

Zach Smith
Road Administrator
5115 HWY 3
Dickinson, TX 77539
O-281-534-4152
C-409-682-2650

GALVESTON COUNTY
LINE ITEM DETAIL SHEET
LIGHTWEIGHT AGGREGATE ROAD MATERIALS (Years 1-3)

	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Dickinson Deliver to Stockpile Grade 3, 4, or 5	CY	150	GR3: $126.98 GR4: $119.98 GR5: $111.98	$19,047 $17,997 $16,797
2	Crystal Beach Deliver to Stockpile Grade 3, 4, or 5	CY	300	$138.11 $131.11 $123.11	$41,433 $39,333 $36,933
3	San Leon Deliver to Stockpile Grade 3, 4, or 5	CY	900	$128.21 $121.21 $113.21	$115,389 $109,089 $101,889
4	Santa Fe Deliver to Stockpile Grade 3, 4, or 5	CY	1575	$128.21 $121.21 $113.21	$201,930.75 $190,905.75 $178,305.75
	Estimated Price Total of all Items				

ITB 26-088
Open: 04/16/2026
Time: 2:00 PM

GALVESTON COUNTY
LINE ITEM DETAIL SHEET
LIGHTWEIGHT AGGREGATE ROAD MATERIALS (Year 4)

	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Dickinson Deliver to Stockpile Grade 3, 4, or 5	CY	50	GR3: $128.00 GR4: $121.00 GR5: $113.00	$6,400 $6,050 $5,650
2	Crystal Beach Deliver to Stockpile Grade 3, 4, or 5	CY	100	$140.00 $133.00 $125.00	$14,000 $13,300 $12,500
3	San Leon Deliver to Stockpile Grade 3, 4, or 5	CY	300	$130.00 $123.00 $115.00	$39,000 $36,900 $34,500
4	Santa Fe Deliver to Stockpile Grade 3, 4, or 5	CY	525	$130.00 $123.00 $115.00	$68,250 $64,575 $60,375
	Estimated Price Total of all Items				

ITB 26-088
Open: 04/16/2026
Time: 2:00 PM

GALVESTON COUNTY
LINE ITEM DETAIL SHEET
LIGHTWEIGHT AGGREGATE ROAD MATERIALS (Year 5)

	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Dickinson Deliver to Stockpile Grade 3, 4, or 5	CY	50	GR3: $128.00 GR4: $121.00 GR5: $113.00	$6400 $6,050 $5,650
2	Crystal Beach Deliver to Stockpile Grade 3, 4, or 5	CY	100	$140.00 $133.00 $125.00	$14,000 $13,300 $12,500
3	San Leon Deliver to Stockpile Grade 3, 4, or 5	CY	300	$130.00 $123.00 $115.00	$39,000 $36,900 $34,500
4	Santa Fe Deliver to Stockpile Grade 3, 4, or 5	CY	525	$130.00 $123.00 $115.00	$68,250 $64,575 $60,375
	Estimated Price Total of all Items				

GALVESTON COUNTY
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID (ITB) #26-088
LIGHTWEIGHT AGGREGATE ROAD MATERIALS

SUBMISSION DEADLINE:
Thursday, April 16, 2026 – 2:00 PM (CST)

Frank Rodriguez
Purchasing Agent
Galveston County
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
Phone: (409) 770-5372

GALVESTON COUNTY, TEXAS
INVITATION TO BID (ITB) #26-088
LIGHTWEIGHT AGGREGATE ROAD MATERIALS

SUBMISSION DEADLINE: Thursday, April 16, 2026 – 2:00 PM CST

The Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids electronically via its e-Procurement Portal. Potential bidders must register through the portal to participate electronically. Walk-in or mailed submittals will still be accepted; however, electronic submission is strongly encouraged through **https://galvestoncountytx.bonfirehub.com/.**

Purpose

The County of Galveston is seeking qualified vendors to apply and deliver lightweight aggregate road materials meeting TxDOT specifications for road construction and maintenance projects. Materials shall be delivered on an as-needed basis to County-designated locations throughout Galveston County. Estimated quantities are provided, actual requirements may vary based on County needs.

Procurement Timeline

Event	Date/Time
Advertise Solicitation (first date of publication)	Thursday, March 19, 2026
Advertise Solicitation (second date of publication)	Thursday, March 26, 2026
Questions Deadline	Thursday, April 2, 2026 by 5:00 PM
Submission Deadline/Bid Opening	Thursday, April 16, 2026 at 2:00 PM

Submittal Instructions

Bidders are encouraged to submit electronically through Galveston County's e-Procurement Portal at https://galvestoncountytx.bonfirehub.com/. Hard copy submittals will also be accepted. Sealed bids – one (1) original– must be delivered no later than Thursday, April 16, 2026, at 2:00 PM CST to:

Frank Rodriguez
Purchasing Agent
Galveston County Courthouse
722 Moody (21st Street), 5th Floor – Purchasing Department
Galveston, Texas 77550
Phone: (409) 770-5372

Or through the Bonfire portal.

The Purchasing Department's timestamp clock shall serve as the official timepiece. Late submittals will not be accepted and will be returned unopened.

All envelopes must be clearly marked:
ITB 26-088, Lightweight Aggregate Road Materials

The Bidder's name, return address, and identification label must be prominently displayed.

Virtual Bid Opening

Interested parties may attend the virtual bid opening using the following link:

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m80c40ac3a7a28dd785dcf41fa0c4abcb

Plans and Specifications

Specifications can be obtained from the Galveston County Purchasing Agent's office, Galveston County Courthouse, 722 Moody (21st Street), 5th Floor, Purchasing Department, Galveston, Texas 77550, or on the County's website at http://www.galvestoncountytx.gov/county-offices/purchasing

Pricing

Prices shall be quoted as firm, fixed pricing-either lump sum or unit prices as shown on the bid sheets. All prices shall include delivery, freight, and any associated fees (FOB Destination, Galveston County). Do not include sales tax; the County is tax-exempt.

Bond Requirements

No bid or performance bond is required for this solicitation.

Debarment and Suspension

By submitting a response, the bidder certifies that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, or local program. Contractors and subcontractors who are debarred or suspended may not perform work, in whole or in part, under this contract.

Reservation of Rights

The Galveston County Commissioners' Court reserves the right to waive any informality and or irregularity, to reject any or all bids, and to accept the bid deemed most advantageous to the County in accordance with appliable laws and regulations.

Frank Rodriguez
Purchasing Agent
Galveston County

GENERAL PROVISIONS

INFORMATION TO BID
LIGHTWEIGHT AGGREGATE ROAD MATERIALS
GALVESTON COUNTY, TEXAS

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GENERAL PROVISIONS

INFORMATION TO BID
LIGHTWEIGHT AGGREGATE ROAD MATERIALS
GALVESTON COUNTY, TEXAS

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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 refenced 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 One (1) unbound original,*** *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.

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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 Count 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.

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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) calendars 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 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.

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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.

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

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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 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.

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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.

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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.

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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

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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

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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.

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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.

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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.

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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,

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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

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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

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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

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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.

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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.galvestoncountytx.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:

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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 additional 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.

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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/?gclid=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.

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(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

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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

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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:

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- 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.

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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 of 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

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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.

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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.

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(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

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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

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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).

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(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.

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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

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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.

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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.

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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.

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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,

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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.

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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

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(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, 20313

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.

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(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.

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(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

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(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

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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

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(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

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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;

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(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

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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

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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.

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(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 FEMA 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.

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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

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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

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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.S. 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

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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 and12689).** 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

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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.

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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

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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.

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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 (TABA); 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

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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 finds 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).

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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

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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

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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

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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

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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.

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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.

viFringe benefits available by virtue of employment, whether or not administered by the contractor.

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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

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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

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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.

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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.

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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 (MWBEs) to assure that MWBEs 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

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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.

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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

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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;

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ii. If the title to 50 percent of 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

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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

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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 l, "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;

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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)).

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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,

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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.

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(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.

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(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
LIGHTWEIGHT AGGREGATE ROAD MATERIALS
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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 minimum[1] three-year affordability period guaranteed by an unsecured forgivable promissory note and for new construction housing projects, a minimum[2] 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

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 REHABILIATION, 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.

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LIGHTWEIGHT AGGREGATE ROAD MATERIALS
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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 (TXDSHS), 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
LIGHTWEIGHT AGGREGATE ROAD MATERIALS
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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.

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GENERAL PROVISIONS
LIGHTWEIGHT AGGREGATE ROAD MATERIALS
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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:

Frank Rodriguez
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

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SPECIAL PROVISIONS

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LIGHTWEIGHT AGGREGATE ROAD MATERIALS
GALVESTON COUNTY, TEXAS

A. PURPOSE

The County of Galveston is seeking qualified vendors to supply and deliver lightweight aggregate road materials meeting TxDOT specifications for road construction and maintenance projects. Materials shall be delivered on an as-needed basis to County-designated locations throughout Galveston County. Estimated quantities are provided; actual requirements may vary based on County needs.

B. 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)	Thursday, March 19, 2026
Advertise Solicitation (second date of publication)	Thursday, March 26, 2026
Questions Deadline	**Thursday, April 2, 2026 by 5:00 PM CST**
Submission Deadline / Bid Opening	**Thursday, April 16, 2026 at 2:00 PM CST**

Interested parties may attend the Thursday, April 16, 2026 at 2:00 PM CST bid opening virtually by using the following link:

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m80c40ac3a7a28dd785dcf41fa0c4abcb

Join by meeting number Meeting number (access code): 2494 066 5233

Meeting password: 26-088 (260088 when dialing from a video system)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24940665233## US Toll

Join by phone +1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24940665233@galvestoncountytx.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

C. 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://galvestoncountytx.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.

SPECIAL PROVISIONS

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Galveston, TX 77550 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.

INSTRUCTIONS FOR "WALK-IN" SUBMITTALS ONLY
IF "WALKING IN" BIDS, one (1) unbound original of the requested bid submittals must be submitted no later than **2:00 PM CST, on Thursday, April 16, 2026** to:

Frank Rodriguez
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 website @ http://www.galvestoncountytx.gov/county-offices/purchasing

D. 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:

Frank Rodriguez
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 "**Lightweight Aggregate Road Materials– ITB 26-088– 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.

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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.galvestoncountytx.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.

E. 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:

Road & Bridge Department
5115 Hwy 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 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.

F. REQUIREMENTS OF INVITATION TO BID

Bidder ***shall either*** submit one (1) unbound single- sided original of its response to the Purchasing Agent on or before the submission deadline specified herein to the following address:

County of Galveston County TX
Attn: Frank Rodriguez, Purchasing Agent
722 Moody Avenue, Fifth Floor
Galveston, TX 77550

Or submit documentation through Bonfire online portal.

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G. 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 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.

H. MATERIAL DESCRIPTION/SPECIFICATIONS

The following specifications are the minimum acceptable specifications for lightweight aggregate used by Galveston County Road & Bridge Department. All lightweight aggregate road materials shall meet or exceed the requirements established by the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (current edition).

Please reference Texas Department of Transportation, Item 302, Aggregates for Surface Treatments TYPE L, Grade 3, 4, and 5.

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Vendor shall provide documentation certifying material source and compliance with specifications. Materials from TxDOT-approved sources are preferred.

The County reserves the right to inspect and test all materials prior to shipment, during delivery, and after placement. The County may reject any materials that fail to meet TxDOT specifications or County standards, and vendor shall remove and replace non-conforming materials at vendor's sole expense within five (5) business days of notification.

I. QUANTITIES

Submitted bid pricing shall be based on anticipated requirements of 4,000 cubic yards; however, the County does not guarantee any minimum or maximum purchase and will pay only for the materials ordered and delivered in Galveston County at the designated locations.

Estimated quantities are based on historical usage and are provided for bidding purposes only.

J. MEASUREMENTS AND PAYMENTS

Measurement shall be the cubic yard at the requested designation points. Payment will be made on this basis, per cubic yard, including freight and delivery charges.

Galveston County is tax-exempt under Texas law. Vendors shall not include sales tax, license fees, or other taxes in bid pricing. The County reserves the right to purchase quantities greater or less than estimated amounts without penalty or price adjustment.

K. POINTS OF DELIVERY

The requested materials shall be furnished and delivered to the specified locations, satisfactory to the Galveston County Road Administrator, at the following Galveston County locations:

- Santa Fe, Texas
- Dickinson, Texas
- Crystal Beach, Texas
- San Leon, Texas

Specific delivery addresses and site contact information will be provided to the awarded vendor(s) upon contract execution.

L. ORDERING AND PURCHASING

The County expects to order lightweight aggregate material at the rate of 500 cubic yards per stated location. However, there may be time when more of the product will be ordered, where possible, to reduce freight charges.

M. AWARDED PRICES

Vendor shall provide firm, fixed pricing for Years 1, 2, and 3 of the contract term. Vendor shall also provide optional pricing for Years 4 and 5, which may be exercised at the County's sole discretion.
Any unit prices submitted by the Bidder shall include all costs to the County, including the material, delivery, current freight rate, state tax, or any other cost. 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,

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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.

N. DELIVERY SPECIFICATIONS

Vendor shall deliver materials within ten (10) business days of receiving a purchase order from the County. Deliveries shall be made during normal County business hours (Monday-Friday, 7:00 AM - 3:30 PM) unless otherwise authorized. Vendor shall provide a delivery ticket for each shipment documenting date, delivery location, material type and grade, quantity delivered, source of material, and truck identification. Materials shall be deposited at stockpile locations designated by County personnel at the time of delivery.

O. EXCEPTIONS

Any exceptions to Bid conditions should be listed on a separate sheet of paper, attached to your bid submittal at the specified date and time of bid opening.

P. 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.

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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 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. "Walked In" submittals: One (1) original, Bonfire: One (1) 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. Line-Item Detail Sheets (attached)	_____
13. Three (3) signed contacts (attached)	_____

Person to contact regarding this qualification: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bid the Firm: _____

Signature: _____ Date: _____

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/pubfirs-pdf/fw9.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; i fit is later determined that the vendor did not comply with 2 C. F. R. Part 180 and 2 C.F.R. Part 3000, in additional 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=CIGIhDrr8vCFYkCaQodgcANZw or at
http://sam.gov/portal/SAM/#1.

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 (0, 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/conflictforms.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:**	
( ) Add New	( ) Change Data	( ) Re-activate
( ) Inactivate	( ) Employee	( ) Attorney
( ) Landlord	( ) Foster Parent	( ) Refund
( ) OneTime	( ) Foster Child	

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

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.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ 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.

☐ 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 ☐

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)

Part I 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

___ - ___ - ____

or

Employer identification number

__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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

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).

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-8 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 • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: 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).

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(a)(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*
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 1099 (see Regulations section 1.671-4(b)(2)(i)(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.

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 800-366-4484. 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

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____ _____
Name of signatory Signature Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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 26-088

Solicitation Title: Lightweight Aggregate Road Materials

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:
ITB 26-088 Lightweight Aggregate Road Materials

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:_____

ATTTACHMENT 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 26-088 Lightweight Aggregate Road Materials**

- 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_____, 2026.

_____
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 o 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 26-088

Solicitation Title: Lightweight Aggregate Road Materials

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 26-088

Solicitation Title: Lightweight Aggregate Road Materials

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: _____

Years Known: _____

2. Business Name of Organization: _____

Name of Person: _____

Title of Individual within Organization, if applicable: _____

Business address: _____

_____

Telephone Number: _____ Facsimile number: _____

Years Known: _____

3. Business Name of Organization: _____

Name of Person: _____

Title of Individual within Organization, if applicable: _____

Business address: _____

_____

Telephone Number: _____ Facsimile number: _____

Years Known: _____

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: CM

Solicitation Number: **ITB 26-088 Lightweight Aggregate Road Materials**

Term of Contract: **Three (3) years with two (2) one (1) year extensions**

Beginning date of the Contract will be June 12, 2026. The Contract will terminate on June 11, 2029 .

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 continent 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 _____, _____.

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: CM

Solicitation Number: ITB 26-088 Lightweight Aggregate Road Materials

Term of Contract: Three (3) years with two (2) one (1) year extensions

Beginning date of the Contract will be June 12, 2026. The Contract will terminate on June 11, 2029 .

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 continent 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 _____, _____.

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: CM

Solicitation Number: **ITB 26-088 Lightweight Aggregate Road Materials**

Term of Contract: **Three (3) years with two (2) one (1) year extensions**

Beginning date of the Contract will be June 12, 2026. The Contract will terminate on June 11, 2029 .

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.

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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 continent 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.

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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 _____, _____.

Contractor:

_____

By: **Date:**

_____ _____

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

ITB 26-088
Open: 04/16/2026
Time: 2:00 PM

GALVESTON COUNTY
LINE ITEM DETAIL SHEET
LIGHTWEIGHT AGGREGATE ROAD MATERIALS (Years 1-3)

	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Dickinson Deliver to Stockpile Grade 3, 4, or 5	CY	150		
2	Crystal Beach Deliver to Stockpile Grade 3, 4, or 5	CY	300		
3	San Leon Deliver to Stockpile Grade 3, 4, or 5	CY	900		
4	Santa Fe Deliver to Stockpile Grade 3, 4, or 5	CY	1575		
	Estimated Price Total of all Items				

ITB 26-088
Open: 04/16/2026
Time: 2:00 PM

GALVESTON COUNTY
LINE ITEM DETAIL SHEET
LIGHTWEIGHT AGGREGATE ROAD MATERIALS (Year 4)

	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Dickinson Deliver to Stockpile Grade 3, 4, or 5	CY	50		
2	Crystal Beach Deliver to Stockpile Grade 3, 4, or 5	CY	100		
3	San Leon Deliver to Stockpile Grade 3, 4, or 5	CY	300		
4	Santa Fe Deliver to Stockpile Grade 3, 4, or 5	CY	525		
	Estimated Price Total of all Items				

ITB 26-088
Open: 04/16/2026
Time: 2:00 PM

GALVESTON COUNTY
LINE ITEM DETAIL SHEET
LIGHTWEIGHT AGGREGATE ROAD MATERIALS (Year 5)

	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Dickinson Deliver to Stockpile Grade 3, 4, or 5	CY	50		
2	Crystal Beach Deliver to Stockpile Grade 3, 4, or 5	CY	100		
3	San Leon Deliver to Stockpile Grade 3, 4, or 5	CY	300		
4	Santa Fe Deliver to Stockpile Grade 3, 4, or 5	CY	525		
	Estimated Price Total of all Items				

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*28.

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

Consideration of approval of Interlocal Agreement to Partially Fund Improvements to the City Streets within City Limits of Friendswood, Texas submitted by Engineering

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	5/11/26 3:39 pm
2	Veronica Van Horn	Approve	5/13/26 11:36 am
3	Dianna Martinez	Approve	5/14/26 8:53 am

The State of Texas §
§
County of Galveston §

Interlocal Agreement to Partially Fund Improvements to City Streets within the City Limits of Friendswood, Texas

This Agreement is entered into pursuant to Chapter 791, Texas Government Code, and Transportation Code §251.012. It is by and between the **County of Galveston**, hereinafter referred to as the "County," and the **City of Friendswood,** a home-rule municipality, hereinafter referred to as the "City," both of which are political subdivisions of the State of Texas.

A. Preamble

The parties agree:

The County allocated $6,000,000.00 in road funds to be used as the County's share for road improvements in the City.

B. Project

The City has selected the Friendswood Parkway Extension Project (the "Project").

The Project consists of approximately 2,100 linear feet of new concrete roadway, extending from a point approximately 600 feet north of West Parkwood Avenue to Wilderness Trail. The Project includes the design and construction of two lanes of an ultimate four-lane divided boulevard, including storm sewer infrastructure, a bridge crossing Chigger Creek.

The Project generally follows an existing 60-foot right-of-way, as reflected in historical survey documents, with ultimate plans to establish a 120-foot right-of-way corridor consistent with the planned ultimate section of Friendswood Parkway.

C. City Approval

As required by the **Texas Transportation Code §251.012,** the City gives its approval to the County to finance the Project up to the limits established herein.

D. Payment

The County will finance the project without any City funds up to $6,000,000.00.

After the Project has been designed and bids have been received, the County will notify the City of the bids and provide it a copy of the same. Should the Project cost exceed $6,000,000.00, the City will either (i) provide the County with the City's portion of the Project costs after approval of the City Council or (ii) work with the County to revise the

scope of the Project. Upon receipt of the City's share of the costs if any, the County will award the construction contract and proceed with construction of the Project. If the scope of the Project is revised prior to the award, the County shall award the contract with the new Project scope or rebid the Project, whichever is appropriate and in compliance with all applicable law. Should any change orders be necessary during construction that exceed the County's agreed share, the County will notify the City of the cost and reason for the change order, and the City will either (i) provide payment to the County after the City Council's approval of the same or (ii) will work with the County to bring the Project within the amounts previously authorized by both parties.

E. Duties

1. The County will:

    a. Design, construct, and manage the Project per the City's requirements;
    b. Furnish the City with a set of plans and specifications;
    c. Transfer any and all warranties to the City;
    d. Resolve any disputes with contractor(s);
    e. Inform the City of any additional rights-of-way required; and
    f. Inform the City of any utilities requiring relocation.

2. The City will:

    a. Deal with local citizen issues and questions during design and construction;
    b. Provide any necessary additional rights-of-way;
    c. Provide construction requirements during the design phase of the Project;
    d. After completion of the Project, be responsible for such maintenance and upkeep as is required to keep the Project properly functioning; and
    e. Assist in utility relocations and provide funding for such relocations as authorized by the City Council.

F. Completion of Project

Upon completion and acceptance of this Project, the County's responsibility under this Agreement ends.

G. General Provisions:

1. Anything in this Agreement to the contrary notwithstanding, in no event shall any provision of this Agreement be construed to impose, create, or increase any liability to any third party whatsoever; and in no manner shall this Agreement be construed to operate for the benefit of any third party.
2. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties representing the subject matter within.
3. Each party represents that it has full authorization to enter into this Agreement as required by law.
4. The parties agree to make any payments made pursuant to this Agreement from current

revenues.

5. This Agreement may be executed in multiple originals.
6. In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such fact shall not affect any other provision thereof, and this Agreement shall be construed as if the stricken provision had never been contained herein.
7. Each party to this Agreement agrees that in any legal action brought hereunder, venue shall lie in Galveston County, Texas. The validity of this Agreement and of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.
8. It is expressly understood and agreed that under this Agreement, neither party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Executed this _____ day of _____, 2026.

County of Galveston

By: _____
Mark Henry
County Judge

Attest:

_____
Dwight Sullivan
County Clerk

Executed this 5th **day of** May **, 2026.**

City of Friendswood

By: _____
Morad Kabiri
City Manager

Attest:

Raquel Martinez

_____
Raquel Martinez
City Secretary

K.H.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*29.

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

Contract Approval Request Form

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

1) **Date of Request:** 5/7/2026
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Engineering**
5) **Department Contact: Michael Shannon**
6) **Description: Rollover Bay Park Project**

7) **PEID No: 718164**
8) **Req No:**
9) **Orgkey: 2915**
10) **Object Code: 5737015 GR-0000855**
11) **Vendor: MC2 Civil, LLC**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: CDBG Infrastructure Program Fund**
14) **Fund #: 2915**
15) **Current Year Budgeted: $6,108,866.30**
16) **Current Year Projected: $4,327,638.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 2/23/2026
23) **Auto Renewal Contract:** No
24) **Bid No: 25-059**
25) **Contract End Date:** 2/22/2027
26) **Contract # Issued by Purchasing Department: 232150 (SC-0000999)**

NOTES: Awarded in CC - Item 77 (10/24/2025) - HB1295 on file

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	5/7/26 1:54 pm
2	Melissa Fleming	Approve	5/8/26 8:37 am
3	Francisco Rodriguez	Approve	5/12/26 2:37 pm
4	Rodolfo Gomez	Approve	5/12/26 2:48 pm
5	Diana Huallpa	Approve	5/13/26 10:07 am
6	Sergio Cruz	Approve	5/13/26 11:45 am
7	Veronica Van Horn	Approve	5/13/26 12:15 pm

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.

Subrecipient:	Galveston County	GLO Contract Number:	16-209-000-9676	Date:	4/22/2026

Engineer Name Address & Phone	Subrecipient Name, Address, & Phone Number:	Contractor Name, Address & Phone Number:
HNTB 200 W 6th Street, Suite 2400 Austin, TX. 78701 512-691-2275	County of Galveston 722 Moody Galveston, TX. 77550 409-770-5399	Mc2 Civil, Inc. 14115 Luthe Road Houston, TX.77039 713-896-3141

Project #:	DRS230052	Bid Package #:	25-059	Change Order #:	1
Contract Origination Date:	2/8/2016	Project Description:	Rollover Bay Park		

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
1	Additional site fill material transport from adjacent Rollover Pier project site. Trucking - 1296 Hours		$134,567.43

See sheet 2 to add additional entries

Change in Construction Contract Price

Original Contract Price:	$4,327,638.00
Cumulative Previous Change Order(s) Total:	$0
Contract Price Prior to this Change Order:	$4,327,638.00
Net Increase/Decrease of this Change Order:	134,567.43

Change in Contract Time (Calendar Days)

Original Contract Time in Days:	240
Net Change from Previous Change Order(s) in Days	0
Contract Time Prior to this Change Order in Days	240
Net Increase/Decrease of this Change Order in Days:	85

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

Contract Price with All Approved Change Orders:	$4,462,205.43	Contract Time with All Approved Change Orders in Days:	325
Cumulative Percent Change in Contract Price (+/-)	3.10%	Subrecipient Contract End Date:	
Construction Contract Start Date:	23-Feb-26	Construction Contract End Date:	10-Dec-26

Reimbursements of costs included in this change order are subject to review by GLO-CDR.

***This document may be executed prior to submission for GLO-CDR review, but all parties involved will be held responsible if the change order or amendment warranted as a result of this change order is not in compliance with CDBG or HUD Requiremements**

	Jarrod Choate 4/30/26	5/5/2026
Subrecipient Signature	Engineer Signature	Contractor Signature
Mark Henry, County Judge	Jarrod Choate, Project Manager	Ty Mitchell, Project Manager
Subrecipient Nam and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)
	Jarrod Choate 4/30/26	5/5/2026
Subrecipient Signature	Engineer Signature	Contractor Signature

Justification for Change Order

1. Will this change order increase or decrease the number of beneficiaries? ☐ Increase ☐ Decrease ☑ No Change

If there is a change, how many beneficiaries will be affected? Total [ ] LMI [ ]

2. Effect of this change on the scope of work: ☐ Increase ☐ Decrease ☑ No Change

3. Effect on operation and maintenance costs: ☐ Increase ☐ Decrease ☑ No Change

4. Are all prices in the change order dependent upon unit prices found in the original bid? ☐ Yes ☐ No

If "no", explain:

The work in this change order was not included in the original bid; therefore, there are not prices in the original bid that are relevant to this change or

5. Has the change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? ☐ Yes ☐ No

If "yes", is an environmental assessment required?

6. Is the Texas Council on Environmental Quality (TCEQ) clearance still valid (if applicable)?	☐ Yes	☐ No
7. Is the CCN permit still valid? (*sewer projects only*)	☐ Yes	☐ No
8. Are the disability access requirements/approval still valid (if applicable)?	☑ Yes	☐ No
9. Are other Disaster Recovery contractural special condition clearances still valid?	☑ Yes	☐ No

If "no", explain:

Disclaimer: *The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*

MC2 CIVIL LLC
14115 Luthe Road
Houston, Texas 77039

Jarrod Choate
Engineer of Record
(512) 691-2275
jchoate@hntb.com

Project No.: 25-1142
Location: Rollover Bay Park Project
County: Galveston County

COST PROPOSAL

CO Number: 1.1

Title: FILL MATERIAL TRANSPORTATION AND STOCKPILE (TRK, LBR, EQP)(OPT1)

Discipline: EMBANKMENT

Amount: **$134,567.43**

Date In: 01/13/26

Dear Ms. Baher,

In reference to RFI 02, the attached cost proposal has MC2 Civil supplying the trucks and Labor/ Equipment to move/stock pile the required fill material from the Bolivar Bay Pier Project to our Bolivar Bay Park Project.

Thank you for your consideration of this proposal. Please let me know if any additional information is required to process this.

Best regards,

| Ty Mitchell |
| Project Manager | 936.828.0952 |

FILL MATERIAL TRANSPORTATION AND STOCKPILE (TRK, LBR, EQP)(OPT1)

Rollover Bay Park Project

mc² | civil

Material	Quantity	Unit	Unit Price	Total
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
		Subtotal		$0.00
		Mark-up	25%	$0.00
		Total		**$0.00**

+

Subcontractor	Quantity	Unit	Unit Price	Total
TRUCKING (6 TRKS)	1296	HR	$ 65.00	$84,240.00
Equipment Move - Moffitt	6	EA	$ 700.00	$4,200.00
		Subtotal		$88,440.00
		Mark-up	5%	$4,422.00
		Total		**$92,862.00**

+

Labor	QTY	UNIT	Rate	Total
FOREMAN	50	HR	$ 62.70	$3,135.00
OPERATOR	200	HR	$ 28.88	$5,775.00
LABORER	200	HR	$ 20.35	$4,070.00
	Subtotal			$12,980.00
	Labor Load	55%	$12,980.00	$7,139.00
	Labor Mark-up	25%	$12,980.00	$3,245.00
	Total			**$23,364.00**

+

Equipment	Hours	QTY	FHWA Rate	Total
FOREMAN TRUCK	50.0	1	$ 22.37	$1,118.50
650 DOZER	200.0	1	$ 68.36	$13,672.00
				$0.00
				$0.00
				$0.00
		Subtotal		$14,790.50
		Markup	15%	$2,218.58
		Total		**$17,009.08**

=

Total				
Material				$0.00
Labor				$23,364.00
Equipment				$17,009.08
Subcontractors				$92,862.00
Subtotal				$133,235.08
Bond 1%				$1,332.35
Total				$134,567.43
Grand Total				**$134,567.43**

NOTES:

1. Craftsmen labor rates include 10% prorating for overtime.
2. Equipment hourly rates are based on Blue Book monthly rate adjusted by age and regional factors divided by 176 hours plus operation cost.

Ty Mitchell

From: Claudia Nunez <cnuneztrucking@gmail.com>
Sent: Monday, January 12, 2026 12:30 PM
To: Ty Mitchell
Subject: Re: 250241 - Galveston Co Rollover Bay Park Project - Trucking Quote Request

EXTERNAL EMAIL

Good Morning,

Tandem Dump truck quote
for Rollover Bay Park is as Follows:

$65.00/hr based on 8 hour work day min
2 hours travel time total per shift

Thank You ,

C M NUNEZ TRUCKING

J. R Nunez
Office Manager 832-875-3740
9131 E AVENUE N
HOUSTON, TEXAS 77012

On Fri, Jan 9, 2026 at 4:39 PM Ty Mitchell <Ty.Mitchell@mc2civil.com> wrote:

> JR,
>
> Can you please put together an hourly truck rate for my upcoming project in bolivar. We have a material source, source location (Bolivar Pier Project) and dump location are both listed below:
>
> Source Location: **967 Bauer St, Gilchrist, TX 77617**

Ty Mitchell

From: Lee Hergenrather
Sent: Tuesday, January 13, 2026 3:44 PM
To: Ty Mitchell
Subject: FW: JD650 Dozer

This is what I got

Lee

mc² | civil
Lee Hergenrather | Project Manager

From: Garrett Vacek <garrettv@moffittcaswell.com>
Sent: Tuesday, January 13, 2026 3:42 PM
To: Lee Hergenrather <Lee.Hergenrather@mc2civil.com>
Cc: MCST Dispatch <dispatch@moffittcaswell.com>
Subject: JD650 Dozer

You don't often get email from garrettv@moffittcaswell.com. Learn why this is important

EXTERNAL EMAIL

Good afternoon Lee,

Per our phone conversation, your rate for the JD 650 Dozer will be $700 all-in. Let us know how we look and if we can assist.

Thank you.

Garrett Vacek
garrettv@moffittcaswell.com
dispatch@moffittcaswell.com
Off: 832.843.6370 opt 1
Dispatch Cell: 281-900-0943
Please make sure to add in Dispatch@MoffittCaswell.com for all requests

MOFFITT CASWELL
SOUTHERN TRUCKING

13002 Kluge Road
Cypress, TX 77429

EquipmentWatch

www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for 3/4 ton gas foreman truck in All Saved Models

January 12, 2026

Miscellaneous 4X4 3/4 285 CREW GAS
On-Highway Light Duty Trucks

Size Class:
200 - 299 hp
Weight:
N/A

Configuration for 4X4 3/4 285 CREW GAS

Axle Configuration	**4X4**	Cab Type	**Crew**
Horsepower	**285.0 hp**	Power Mode	**Gasoline**
Ton Rating	**3/4**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,110.00	USD $590.00	USD $150.00	USD $23.00	USD $10.33	USD $22.32
Adjustments						
Region (Texas: 100.5%)	USD $10.55	USD $2.95	USD $0.75	USD $0.12		
Model Year (2022: 99.94%)	(USD $1.18)	(USD $0.33)	(USD $0.08)	(USD $0.01)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,119.37**	**USD $592.62**	**USD $150.67**	**USD $23.10**	**USD $10.33**	**USD $22.37**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $6.02
Idling Rate	USD $15.70

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27.98%	USD $590.32/mo
Overhaul (ownership)	36.15%	USD $762.80/mo
CFC (ownership)	16.74%	USD $353.24/mo
Indirect (ownership)	19.13%	USD $403.64/mo
Fuel (operating) @ USD 3.06	35.43%	USD $3.66/hr

Revised Date: 1st quarter 2026

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (lee.hergenrather@mc2civil.com)

www.equipmentwatch.com

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EquipmentWatch

www.equipmentwatch.com

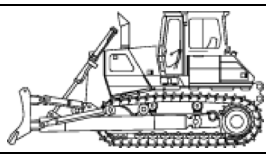
All prices shown in US dollars ($)

Adjustments for 650 Dozer in All Saved Models

January 12, 2026

Deere 650J XLT (disc. 2012)
Standard Crawler Dozers

Size Class:
85 - 104 hp
Weight:
18600 lbs



Configuration for 650J XLT (disc. 2012)

Dozer Type	**PAT**	Horsepower	**99.0 hp**
Operator Protection	**ROPS/FOPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $6,315.00	USD $1,770.00	USD $445.00	USD $67.00	USD $32.71	USD $68.59
Adjustments						
Region (Texas: 99.8%)	(USD $12.63)	(USD $3.54)	(USD $0.89)	(USD $0.13)		
Model Year (2004: 99.36%)	(USD $40.52)	(USD $11.36)	(USD $2.85)	(USD $0.43)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,261.85**	**USD $1,755.10**	**USD $441.26**	**USD $66.44**	**USD $32.71**	**USD $68.29**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $17.66
Idling Rate	USD $44.74

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	28.19%	USD $1,780.50/mo
Overhaul (ownership)	50.35%	USD $3,179.64/mo
CFC (ownership)	11.36%	USD $717.59/mo
Indirect (ownership)	10.09%	USD $637.28/mo
Fuel (operating) @ USD 3.83	28%	USD $9.16/hr

Revised Date: 1st quarter 2026

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (lee.hergenrather@mc2civil.com)

www.equipmentwatch.com

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MC2 CIVIL LLC
Main Lane Industries
14115 Luthe Road
Houston, Texas 77039

Jarrod Choate
Engineer of Record
(512) 691-2275
jchoate@hntb.com

Project No.: 25-1142
Location: Rollover Bay Park Project
County: Galveston County

CHANGE ORDER

CO Number: 1.2

Title: FILL MATERIAL TRANSPORTATION AND STOCKPILE (MTL, LBR, EQP)(OPT2)

Discipline: EMBANKMENT

Amount: **$45,230.91**

Date In: 01/13/26

Dear Ms. Baher,

In reference to RFI 02, the attached cost proposal utilizes the countys trucks to move the fill material and MC2 Civil providing the Labor/ Equipment to move/stock pile the required fill material from the Bolivar Bay Pier Project to our Bolivar Bay Park Project.

Thank you for your consideration of this proposal. Please let me know if any additional information is required to process this change order.

Best regards,

| Ty Mitchell |
| Project Manager | 936.828.0952 |

FILL MATERIAL TRANSPORTATION AND STOCKPILE (MTL, LBR, EQP)(OPT2)

Rollover Bay Park Project

mc² | civil

Material	Quantity	Unit	Unit Price	Total
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
		Subtotal		$0.00
		Mark-up	25%	$0.00
		Total		**$0.00**

+

Subcontractor	Quantity	Unit	Unit Price	Total
Equipment Move - Moffitt	6	EA	$ 700.00	$4,200.00
				$0.00
		Subtotal		$4,200.00
		Mark-up	5%	$210.00
		Total		**$4,410.00**

+

Labor	QTY	UNIT	Rate	Total
FOREMAN	50	HR	$ 62.70	$3,135.00
OPERATOR	200	HR	$ 28.88	$5,775.00
LABORER	200	HR	$ 20.35	$4,070.00
	Subtotal			$12,980.00
	Labor Load	55%	$12,980.00	$7,139.00
	Labor Mark-up	25%	$12,980.00	$3,245.00
	Total			**$23,364.00**

+

Equipment	Hours	QTY	FHWA Rate	Total
FOREMAN TRUCK	50.0	1	$ 22.37	$1,118.50
650 DOZER	200.0	1	$ 68.36	$13,672.00
				$0.00
				$0.00
				$0.00
		Subtotal		$14,790.50
		Markup	15%	$2,218.58
		Total		**$17,009.08**

=

Total	
Material	$0.00
Labor	$23,364.00
Equipment	$17,009.08
Subcontractors	$4,410.00
Subtotal	$44,783.08
Bond 1%	$447.83
Total	$45,230.91

Grand Total **$45,230.91**

Ty Mitchell

From: Lee Hergenrather
Sent: Tuesday, January 13, 2026 3:44 PM
To: Ty Mitchell
Subject: FW: JD650 Dozer

This is what I got

Lee

mc² | civil
Lee Hergenrather | Project Manager

From: Garrett Vacek <garrettv@moffittcaswell.com>
Sent: Tuesday, January 13, 2026 3:42 PM
To: Lee Hergenrather <Lee.Hergenrather@mc2civil.com>
Cc: MCST Dispatch <dispatch@moffittcaswell.com>
Subject: JD650 Dozer

You don't often get email from garrettv@moffittcaswell.com. Learn why this is important

EXTERNAL EMAIL

Good afternoon Lee,

Per our phone conversation, your rate for the JD 650 Dozer will be $700 all-in. Let us know how we look and if we can assist.

Thank you.

Garrett Vacek
garrettv@moffittcaswell.com
dispatch@moffittcaswell.com
Off: 832.843.6370 opt 1
Dispatch Cell: 281-900-0943
Please make sure to add in Dispatch@MoffittCaswell.com for all requests

MOFFITT★CASWELL
SOUTHERN TRUCKING

13002 Kluge Road
Cypress, TX 77429

EquipmentWatch

www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for 3/4 ton gas foreman truck in All Saved Models

January 12, 2026

Miscellaneous 4X4 3/4 285 CREW GAS
On-Highway Light Duty Trucks

Size Class:
200 - 299 hp
Weight:
N/A

Configuration for 4X4 3/4 285 CREW GAS

Axle Configuration	**4X4**	Cab Type	**Crew**
Horsepower	**285.0 hp**	Power Mode	**Gasoline**
Ton Rating	**3/4**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,110.00	USD $590.00	USD $150.00	USD $23.00	USD $10.33	USD $22.32
Adjustments						
Region (Texas: 100.5%)	USD $10.55	USD $2.95	USD $0.75	USD $0.12		
Model Year (2022: 99.94%)	(USD $1.18)	(USD $0.33)	(USD $0.08)	(USD $0.01)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,119.37**	**USD $592.62**	**USD $150.67**	**USD $23.10**	**USD $10.33**	**USD $22.37**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $6.02
Idling Rate	USD $15.70

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27.98%	USD $590.32/mo
Overhaul (ownership)	36.15%	USD $762.80/mo
CFC (ownership)	16.74%	USD $353.24/mo
Indirect (ownership)	19.13%	USD $403.64/mo
Fuel (operating) @ USD 3.06	35.43%	USD $3.66/hr

Revised Date: 1st quarter 2026

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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www.equipmentwatch.com

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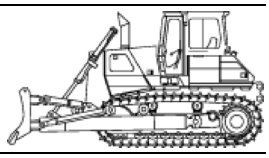
All prices shown in US dollars ($)

Adjustments for 650 Dozer in All Saved Models

January 12, 2026

Deere 650J XLT (disc. 2012)
Standard Crawler Dozers

Size Class:
85 - 104 hp
Weight:
18600 lbs



Configuration for 650J XLT (disc. 2012)

Dozer Type	**PAT**	Horsepower	**99.0 hp**
Operator Protection	**ROPS/FOPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $6,315.00	USD $1,770.00	USD $445.00	USD $67.00	USD $32.71	USD $68.59
Adjustments						
Region (Texas: 99.8%)	(USD $12.63)	(USD $3.54)	(USD $0.89)	(USD $0.13)		
Model Year (2004: 99.36%)	(USD $40.52)	(USD $11.36)	(USD $2.85)	(USD $0.43)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,261.85**	**USD $1,755.10**	**USD $441.26**	**USD $66.44**	**USD $32.71**	**USD $68.29**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $17.66
Idling Rate	USD $44.74

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	28.19%	USD $1,780.50/mo
Overhaul (ownership)	50.35%	USD $3,179.64/mo
CFC (ownership)	11.36%	USD $717.59/mo
Indirect (ownership)	10.09%	USD $637.28/mo
Fuel (operating) @ USD 3.83	28%	USD $9.16/hr

Revised Date: 1st quarter 2026

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www.equipmentwatch.com

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MC2 CIVIL LLC
14115 Luthe Road
Houston, Texas 77039

Jarrod Choate
Engineer of Record
(512) 691-2275
jchoate@hntb.com

Project No.: 25-1142
Location: Rollover Bay Park Project
County: Galveston County

CHANGE ORDER

CO Number: 1.3

Title: FILL MATERIAL TRANSPORTATION AND STOCKPILE (TRK, LBR, EQP)(OPT3)

Discipline: EMBANKMENT

Amount: **$281,318.41**

Date In: 01/13/26

Dear Ms. Baher,

In reference to RFI 02, the attached cost proposal has MC2 Civil purchasing the delivered fill material from a 3rd party source and MC2 Civil providing the Labor/ Equipment to move/stock pile the required fill material from the Bolivar Bay Pier Project to our Bolivar Bay Park Project.

Thank you for your consideration of this proposal. Please let me know if any additional information is required to process this change order.

Best regards,

| Ty Mitchell |
| Project Manager | 936.828.0952 |

FILL MATERIAL TRANSPORTATION AND STOCKPILE (TRK, LBR, EQP)(OPT3)

Rollover Bay Park Project

mc² civil

Material	Quantity	Unit	Unit Price	Total
FILL MATERIAL (DELIVERED)	11000	CY	$ 17.00	$187,000.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
		Subtotal		$187,000.00
		Mark-up	25%	$46,750.00
		Total		**$233,750.00**

+

Subcontractor	Quantity	Unit	Unit Price	Total
Equipment Move - Moffitt	6	EA	$ 700.00	$4,200.00
				$0.00
		Subtotal		$4,200.00
		Mark-up	5%	$210.00
		Total		**$4,410.00**

+

Labor	QTY	UNIT	Rate	Total
FOREMAN	50	HR	$ 62.70	$3,135.00
OPERATOR	200	HR	$ 28.88	$5,775.00
LABORER	200	HR	$ 20.35	$4,070.00
	Subtotal			$12,980.00
	Labor Load	55%	$12,980.00	$7,139.00
	Labor Mark-up	25%	$12,980.00	$3,245.00
	Total			**$23,364.00**

+

Equipment	Hours	QTY	FHWA Rate	Total
FOREMAN TRUCK	50.0	1	$ 22.37	$1,118.50
650 DOZER	200.0	1	$ 68.36	$13,672.00
				$0.00
				$0.00
				$0.00
		Subtotal		$14,790.50
		Markup	15%	$2,218.58
		Total		**$17,009.08**

=

Total				
Material				$233,750.00
Labor				$23,364.00
Equipment				$17,009.08
Subcontractors				$4,410.00
Subtotal				$278,533.08
Bond 1%				$2,785.33
Total				$281,318.41
Grand Total				**$281,318.41**

NOTES:
1. Craftsmen labor rates include 10% prorating for overtime.
2. Equipment hourly rates are based on Blue Book monthly rate adjusted by age and regional factors divided by 176 hours plus operation cost.

NOTES:
1. Craftsmen labor rates include 10% prorating for overtime.
2. Equipment hourly rates are based on Blue Book monthly rate adjusted by age and regional factors divided by 176 hours plus operation cost.

Ty Mitchell

From: JC Bouse <jc@saltgrassmaterials.com>
Sent: Wednesday, January 7, 2026 4:38 AM
To: Ty Mitchell
Subject: Fwd: Quote request

You don't often get email from jc@saltgrassmaterials.com. Learn why this is important

EXTERNAL EMAIL

Ty,
Please see below. I believe this is the same project - I'll have more time to discuss particulars today. Let me know when is best for you. The ten 10 delivery window may push the expense slightly on trucking. Our normal delivery rate would be able to provide this material over 20 days.

Thank you,
JCB
---------- Forwarded message ---------
From: **JC Bouse** <jc@saltgrassmaterials.com>
Date: Tue, Dec 30, 2025 at 6:46 AM
Subject: Re: Quote request
To: Comeaux, William <William.Comeaux@co.galveston.tx.us>

Good morning sir!

Do you have any specifications on the fill material?

Rough quote for your back up would be $17/yd delivered and $12/yd loaded in your trucks.

Let me know when would be best to discuss details and we can get you exact information.

Thank you!
JCB

On Mon, Dec 29, 2025 at 9:44 AM Comeaux, William <William.Comeaux@co.galveston.tx.us> wrote:

> Good morning JC, I hope you Christmas was great.
>
> The County of Galveston is working on a backup plan for dirt in the event that our primary plan doesn't pan out. I need a quote for just the fill in our trucks and then a quote for the fill delivered to Rollover Pass. The project calls for 7,940 CY. I appreciate your time.

Ty Mitchell

From: Lee Hergenrather
Sent: Tuesday, January 13, 2026 3:44 PM
To: Ty Mitchell
Subject: FW: JD650 Dozer

This is what I got

Lee

mc² | civil
Lee Hergenrather | Project Manager

From: Garrett Vacek <garrettv@moffittcaswell.com>
Sent: Tuesday, January 13, 2026 3:42 PM
To: Lee Hergenrather <Lee.Hergenrather@mc2civil.com>
Cc: MCST Dispatch <dispatch@moffittcaswell.com>
Subject: JD650 Dozer

You don't often get email from garrettv@moffittcaswell.com. Learn why this is important

EXTERNAL EMAIL

Good afternoon Lee,

Per our phone conversation, your rate for the JD 650 Dozer will be $700 all-in. Let us know how we look and if we can assist.

Thank you.

Garrett Vacek
garrettv@moffittcaswell.com
dispatch@moffittcaswell.com
Off: 832.843.6370 opt 1
Dispatch Cell: 281-900-0943
Please make sure to add in Dispatch@MoffittCaswell.com for all requests

MOFFITT★CASWELL
SOUTHERN TRUCKING

13002 Kluge Road
Cypress, TX 77429

EquipmentWatch

www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for 3/4 ton gas foreman truck in All Saved Models

January 12, 2026

Miscellaneous 4X4 3/4 285 CREW GAS
On-Highway Light Duty Trucks

Size Class:
200 - 299 hp
Weight:
N/A

Configuration for 4X4 3/4 285 CREW GAS

Axle Configuration	**4X4**	Cab Type	**Crew**
Horsepower	**285.0 hp**	Power Mode	**Gasoline**
Ton Rating	**3/4**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,110.00	USD $590.00	USD $150.00	USD $23.00	USD $10.33	USD $22.32
Adjustments						
Region (Texas: 100.5%)	USD $10.55	USD $2.95	USD $0.75	USD $0.12		
Model Year (2022: 99.94%)	(USD $1.18)	(USD $0.33)	(USD $0.08)	(USD $0.01)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,119.37**	**USD $592.62**	**USD $150.67**	**USD $23.10**	**USD $10.33**	**USD $22.37**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $6.02
Idling Rate	USD $15.70

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27.98%	USD $590.32/mo
Overhaul (ownership)	36.15%	USD $762.80/mo
CFC (ownership)	16.74%	USD $353.24/mo
Indirect (ownership)	19.13%	USD $403.64/mo
Fuel (operating) @ USD 3.06	35.43%	USD $3.66/hr

Revised Date: 1st quarter 2026

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www.equipmentwatch.com

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EquipmentWatch

www.equipmentwatch.com

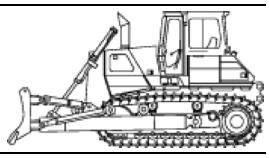
All prices shown in US dollars ($)

Adjustments for 650 Dozer in All Saved Models

January 12, 2026

Deere 650J XLT (disc. 2012)
Standard Crawler Dozers

Size Class:
85 - 104 hp
Weight:
18600 lbs



Configuration for 650J XLT (disc. 2012)

Dozer Type	**PAT**	Horsepower	**99.0 hp**
Operator Protection	**ROPS/FOPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $6,315.00	USD $1,770.00	USD $445.00	USD $67.00	USD $32.71	USD $68.59
Adjustments						
Region (Texas: 99.8%)	(USD $12.63)	(USD $3.54)	(USD $0.89)	(USD $0.13)		
Model Year (2004: 99.36%)	(USD $40.52)	(USD $11.36)	(USD $2.85)	(USD $0.43)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,261.85**	**USD $1,755.10**	**USD $441.26**	**USD $66.44**	**USD $32.71**	**USD $68.29**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $17.66
Idling Rate	USD $44.74

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	28.19%	USD $1,780.50/mo
Overhaul (ownership)	50.35%	USD $3,179.64/mo
CFC (ownership)	11.36%	USD $717.59/mo
Indirect (ownership)	10.09%	USD $637.28/mo
Fuel (operating) @ USD 3.83	28%	USD $9.16/hr

Revised Date: 1st quarter 2026

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Saltgrass Materials

Estimate – Fill Material for Rollover Pass

Prepared for:
William Comeaux
Regional Operations Manager – Bolivar Peninsula
Galveston County Road & Bridge – Parks and Cultural Services

Based on the request for pricing as a backup option for the Rollover Pass project, Saltgrass Materials is pleased to provide the following budgetary estimate. Material is assumed to be clean sand, similar to material previously supplied.

Option 1 – Fill Material Loaded (County Haul)
Quantity: 7,940 CY
Unit Price: $12.00 per CY
Estimated Total: $95,280.00

Option 2 – Fill Material Delivered to Rollover Pass
Quantity: 7,940 CY
Unit Price: $17.00 per CY
Estimated Total: $134,980.00

This estimate is provided for planning purposes and is subject to change pending final specifications, logistics, and availability.

Sincerely,

JC Bouse
Saltgrass Materials

From: Shannon, Michael <Michael.Shannon@co.galveston.tx.us>
Sent: Tuesday, February 10, 2026 4:21 PM
To: Jarrod Choate <jchoate@HNTB.com>
Cc: Baher, Nancy <Nancy.Baher@co.galveston.tx.us>
Subject: Re: [EXTERNAL]RE: [EXTERNAL]Rollover Bay Park - Fill for Site - Comparative Cost Analysis

External Email: Use caution when clicking on links, replying, or opening attachments.

Please have the contractor provide the trucking.

> On Feb 10, 2026, at 4:13 PM, Jarrod Choate <jchoate@hntb.com> wrote:
>
> **CAUTION:** This email is from outside Galveston County's system. Only click links or open attachments if you trust the sender. Suspect phishing? Select **"Report phishing"** in Outlook.
>
> Good afternoon Nancy,
>
> Following up on getting the County's Cost for Trucking?
>
> Please give me a call if you have any questions.
>
> Thanks,
>
> **Jarrod Choate, ENV SP, GGP, CPTED-CPD**
> Project Manager II
> Urban Design & Planning Department

Tel: (512) 691-2275 Cell: (512) 987-8256 Email: Jchoate@hntb.com

HNTB CORPORATION | INFRASTRUCTURE SOLUTIONS
200 W 6th Street, Ste. 2400 | Austin, TX 78701 | hntb.com

LinkedIn | X | Facebook | Instagram | YouTube

From: Jarrod Choate
Sent: Tuesday, February 3, 2026 4:04 PM
To: 'Baher, Nancy' <Nancy.Baher@co.galveston.tx.us>
Cc: Shannon, Michael <Michael.Shannon@co.galveston.tx.us>; Butler, Lisa <Lisa.Butler@co.galveston.tx.us>; Walker, Julie <Julie.Walker@galvestoncountytx.gov>; Tucker Rose <turose@HNTB.com>; Justin Rawson <jurawson@HNTB.com>
Subject: RE: [EXTERNAL]Rollover Bay Park - Fill for Site - Comparative Cost Analysis

Thanks Nancy,

As for options 1 and 3 we have everything we need. For option 2 I think we were expecting to see what the cost would be for County to utilize their trucks. Is that the $95,280? If so, the estimate needs to be for 10,470 CY not 7,940.

In addition, I think the County will need Mc2 to clarify what is included in their bid as it relates to the labor needed to stockpile and spread material onsite. This labor could be only a flagger or ticket counter to dictate where the trucks need to dump loads. The spreading in my opinion falls into the additional bid item 64. Both can be done concurrently to expedite the schedule, but the cost should already accounted for in spreading material.

Quick math for reference to County Trucks or Trucking contractor:
1 Truck = 10 CY (Up to16 CY max capacity) of Sand
10,470 = CY needed per plan and bid tab to complete project (2530 project / 7940 for Beryl) and bring site back to Pre-Beryl Conditions
1047 = Truck Loads / Number of County Trucks available (6?)

Please give me a call if you have any questions.

Thanks,

Jarrod Choate, ENV SP, GGP, CPTED-CPD
Project Manager II
Urban Design & Planning Department
Tel: (512) 691-2275 Cell: (512) 987-8256 Email: Jchoate@hntb.com

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LinkedIn | X | Facebook | Instagram | YouTube

From: Baher, Nancy <Nancy.Baher@co.galveston.tx.us>
Sent: Thursday, January 22, 2026 1:49 PM

To: Justin Rawson <jurawson@HNTB.com>; Ty Mitchell <ty.mitchell@mc2civil.com>
Cc: Shannon, Michael <Michael.Shannon@co.galveston.tx.us>; Butler, Lisa <Lisa.Butler@co.galveston.tx.us>; Walker, Julie <Julie.Walker@galvestoncountytx.gov>; Anthony Dwayne Balentine <anthony.balentine@mc2civil.com>; Jarrod Choate <jchoate@HNTB.com>; Tucker Rose <turose@HNTB.com>
Subject: RE: [EXTERNAL]Rollover Bay Park - Fill for Site - Comparative Cost Analysis

External Email: Use caution when clicking on links, replying, or opening attachments.

Team – see attached quote for your use. Please provide a cost analysis memo of the options. Thank you.

NANCY BAHER, P.E.
Assistant County Engineer

COUNTY OF GALVESTON
722 Moody,Galveston,TX 77550
Phone 409.770.5399 | Direct 409.770.5556

From: Justin Rawson <jurawson@HNTB.com>
Sent: Monday, January 12, 2026 5:18 PM
To: Baher, Nancy <Nancy.Baher@co.galveston.tx.us>; Ty Mitchell <ty.mitchell@mc2civil.com>
Cc: Shannon, Michael <Michael.Shannon@co.galveston.tx.us>; Butler, Lisa <Lisa.Butler@co.galveston.tx.us>; Walker, Julie <Julie.Walker@galvestoncountytx.gov>; Anthony Dwayne Balentine <anthony.balentine@mc2civil.com>; Jarrod Choate <jchoate@HNTB.com>; Tucker Rose <turose@HNTB.com>
Subject: [EXTERNAL]Rollover Bay Park - Fill for Site - Comparative Cost Analysis

CAUTION: This email is from outside Galveston County's system. Only click links or open attachments if you trust the sender. Suspect phishing? Select **"Report phishing"** in Outlook.

Nancy and Ty,

During our onsite meeting for Rollover Bay Park on Thursday 1/8 it was requested that HNTB develop a Comparative Cost Analysis Memo for the

options we have for obtaining the 11,000 CY of sand necessary for filling the project site.

From my recollection, the options were as follows:

1. Option 1 – MC2Civil provides trucks to haul sand from Rollover Pier site (excavated from Ro-ro) across US 87 to Rollover Park site
2. Option 2 – Galveston County provides trucking (via trucking contractor) to haul sand from Rollover Pier site to Rollover Park site
3. Option 3 – MC2Civil acquires sand from local vendor nearby and hauls sand to Rollover Park site

Let us know if there's any other options we missed. If this Memo is still something y'all want, please provide the necessary info on each option and HNTB will organize this into a comprehensive document and share with everyone.

Thanks,

Justin Rawson, PE
Civil/Structural Engineer
Rail & Bridge Department
Cell (512) 917-7335 **Email** jurawson@hntb.com

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200 West 6th St. Suite 2400 | Austin, TX 78701 | hntb.com

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This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*30.

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

Consideration of acknowledging receipt of a sand pit permit application from John “JC” Bouse at 3899 HWY 87 on Bolivar Peninsula and authorizing the County Engineer to run the required newspaper notice submitted by the County Engineer

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	5/11/26 8:50 am
2	Veronica Van Horn	Approve	5/13/26 11:48 am
3	Dianna Martinez	Approve	5/14/26 9:07 am

Application for a Sand Pit Permit

SAND-24-3 Renewal

Submitted On: May 2, 2026

Applicant

John "JC" Bouse
979-578-2007
@ bolivarsandholdings@gmail.com

Primary Location

3899 HWY 87
PORT BOLIVAR, TX 77650

Owner / Agent Information

Is the applicant the owner?

Yes

Project Information

Parcel ID Number

404822

Name of Subdivision/Tract

S Parr Sur Tract 6-1

Total Acreage of Property

151

Proposed Excavation Width

500

Proposed Excavation Length

900

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;

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 acknowledge that I have read Galveston County's Adopted Order on Sand Pits

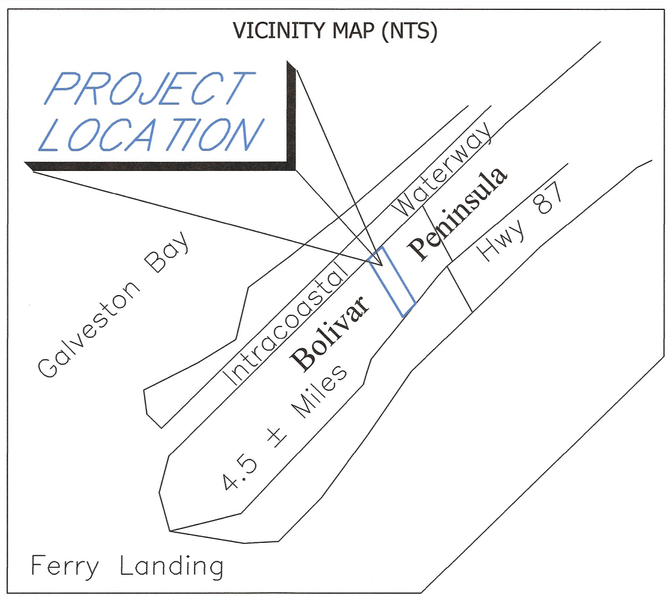
I hereby agree with the conditions listed above and acknowledge it is a violation to begin work before a permit is issued.

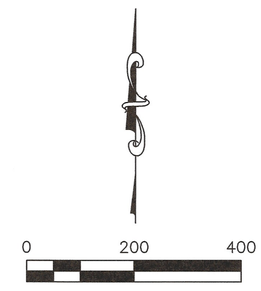
Signature

true

3899 State Highway No. 87

ABRAHAM VAN NORDSTRAND SURVEY
Abstract Number 203
And
SAMUEL PARR SURVEY
Abstract Number 162





LEGEND

- Power Pole
- Barb Wire Fence
- Guy Wire
- Water Valve
- Approx. FEMA Flood Line as of August 15, 2019
- OHUL — OHUL — Overhead Utility Line

INTRACOASTAL WATERWAY
(300' WIDE)
N 45°53'19" E 1374.05'
Southerly Line of Intracoastal Waterway

512.20'

Fnd. 1/2" Rod "High Tide Surveying"

343.17'

Fnd. 1/2" Rod "High Tide Surveying"

ABRAHAM VAN NORDSTRAND SURVEY
Abstract Number 203

SAMUEL PARR SURVEY
Abstract Number 162

Sidney Don Bouse & Joann Johnson Bouse
204.142 AC
GCCFN 9701928 O.P.R.G.C.T.

2,812.95'

2881.5'

S 31°28'01" E 4825.15'

151.115 Acres
(6,582,558 Square feet)

4,650.60'

Barbara Ann Blume
150.00 AC
GCCFN 2007000024 OPRGCTx

N 31°28'01" W 4994.28'

Zone: VE
BFE: 12'

Zone: VE
BFE: 13'

Zone: VE
BFE: 14'

Zone: VE
BFE: 15'

Zone: VE
BFE: 16'

CBRS: 10/01/1983

50.0'

1,500.00'

1114.61'

888.7'

Proposed Sand Pit
19.675 Acres (857,043 Square Feet)

150.0'

450.4'

451.9'

219.8'

209.9'

240.9'

215.3'

275.8'

927.6'

438.5'

SIMPTON CEMETERY
Vol. 315/Pg. 531
OPRGCTx
NOTE: Cemetery found,
1 acre boundary undetermined

549.1'

795.3'

Pond

Entergy Texas, Inc 10' Permanent Esmt.
GCCFN 2023030308 OPRGCTx

10.00'

Fnd 1-inch iron pipe

BPSUD 20" Water Transmission line Esmt.
GCCFN 2004025838 OPRGCTx

20.0' BPSUD Temporary Construction Esmt
GCCFN 2004025838 OPRGCTx

S 39°13'05" W 1420.69'
STATE HIGHWAY NO. 87
(120' WIDE)

20.0'

Entergy Texas, Inc 10' Temporary Workspace Esmt.
GCCFN 2023030308 OPRGCTx

10.00'

P.O.B.: Fnd 1/2" Rod "HJB"
N: 13,720,274.04
E: 3,331,018.48

NOTES:
1) 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.
2) According to the FEMA FIRM Community Number 48167C, Panel No. 0315 G, effective date August 15, 2019, this property lies within Zone VE with a Base Flood Elevation of 12', 13', 14', 15' & 16' (as measured to the lowest horizontal structural member).
3) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company).
4) All bearings shown hereon are based upon the Texas Coordinate System of 1983, South Central Zone 4204.
5) Surveyed without benefit of a Title Report.
6) "Proposed" Dirt Pit Exhibit 24–0190 updated 10–24–2025 to reflect new date.

METES AND BOUNDS DESCRIPTION
151.115 ACRES (6,582,558 SQUARE FEET)
SAMUEL PARR SURVEY
ABSTRACT NUMBER 162
AND
ABRAHAM VAN NORDSTRAND SURVEY
ABSTRACT NUMBER 203
Galveston County, Texas

ALL that certain 151.115 acres (6,582,558 square feet) tract of land situated in the Samuel Parr Survey, Abstract Number 162, and the Abraham Van Nordstrand Survey, Abstract Number 203, both in Galveston County, Texas, and being described in a Warranty Deed with Vendor's Lien to G2G Holdings, LLC at Clerk's File Number 2021042374 of the Official Public Records of Galveston County, Texas (O.P.R.G.C.T.), and being more particularly described by metes and bounds as follows (all coordinates and bearings are referenced to the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "TXGM REF MON 2" (PID DR8251) N: 13,703,575.90; E: 3,312,955.72);

BEGINNING at a 1/2 inch iron rod with a plastic cap stamped "HJB" found in the northerly right–of–way (R.O.W) line of State Highway Number 87 (120 feet wide) and being the east corner of a 150.00 acre tract of land deeded to Barbara Ann Blume at Clerk's File Number 2007000024 O.P.R.G.C.T. and the south corner of the herein described tract (N: 13,720,274.04 E: 3,331,018.48);

THENCE, with the easterly line of said 150.00 acre tract and the westerly line of the herein described tract North 31 Degrees 28 Minutes 01 Second West, at 4,650.60 feet passing a 1/2 inch iron rod with a plastic cap stamped "HIGH TIDE SURVEYING" found on line for reference and continue at 4,701.2 feet passing the southerly high bank of the INTRACOASTAL WATERWAY (300 foot R.O.W.) and continue in all a distance of 4,994.28 feet to a point (submerged) in the southerly R.O.W. Line of said INTRACOASTAL WATERWAY for the west corner of the herein described tract;

THENCE, with the southerly line of said INTRACOASTAL WATERWAY, and the northerly line of the herein described tract, North 45 Degrees 53 Minutes 19 Seconds East, a distance of 1,374.05 feet to a point (submerged) for the west corner of a 204.142 acre tract of land deeded to Sidney Don Bouse and Joann Johnson Bouse at Clerk's File Number 9701928 O.P.R.G.C.T., and the north corner of the herein described tract;

THENCE, with the westerly line of said 204.142 acre tract, and the easterly line of the herein described tract, South 31 Degrees 28 Minutes 01 Second East, at a distance of 343.00 feet passing the southerly high bank of the INTRACOASTAL WATERWAY passing and continue on at a distance 512.20 feet passing a 1/2 inch iron rod with a plastic cap stamped "HIGH TIDE SURVEYING" found on line for reference and continue in all a distance of 4,825.15 feet to a 1 inch iron pipe found in the northerly (R.O.W.) line of State Highway Number 87 (120 feet wide) for the south corner of said 204.142 acre tract and the east corner of the herein described tract;
THENCE, with the northerly (R.O.W.) line of said State Highway Number 87 (120 feet wide) South 39 Degrees 13 Minutes 05 Seconds West, a distance of 1,420.69 feet to the Point of Beginning and containing 151.115 acres (6,582,558 square feet) of land. SAVE AND EXCEPT a One (1) acre tract of land reserved for Cemetery as set out in Vol. 315, Pg. 531 (O.P.R.G.C.T.)

EXHIBIT
"Proposed Dirt Pit"

151.115 Acres (6,582,558 Square feet)
situated in the
SAMUEL PARR SURVEY
Abstract Number 162 and the
ABRAHAM VAN NORDSTRAND SURVEY
Abstract Number 203
Galveston County, Texas.

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

Michael Hoover
Registered Professional
Land Surveyor No. 5423

STATE OF TEXAS
REGISTERED
MICHAEL HOOVER
5423
PROFESSIONAL
LAND SURVEYOR

Update 24–0190

SURVEY DATE:	October 24, 2025
FILE No.:	0162–0006–0001–000
DRAFTING:	ms
JOB No.:	25–0558

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*31.

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

Consideration of acknowledging receipt of a sand pit permit application from John “JC” Bouse at 3925 HWY 87 on Bolivar Peninsula and authorizing the County Engineer to run the required newspaper notice submitted by the County Engineer

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	5/11/26 8:50 am
2	Veronica Van Horn	Approve	5/13/26 11:49 am
3	Dianna Martinez	Approve	5/14/26 9:31 am

Application for a Sand Pit Permit

SAND-24-4 Renewal

Submitted On: May 2, 2026

Applicant

John "JC" Bouse
979-578-2007
@ bolivarsandholdings@gmail.com

Primary Location

3925 HWY 87
PORT BOLIVAR, TX 77650

Owner / Agent Information

Is the applicant the owner?

Yes

Project Information

Parcel ID Number

369365

Name of Subdivision/Tract

A Van Nordstrom Survey Tract 2-1

Total Acreage of Property

204

Proposed Excavation Width

240

Proposed Excavation Length

500

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;

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 acknowledge that I have read Galveston County's Adopted Order on Sand Pits

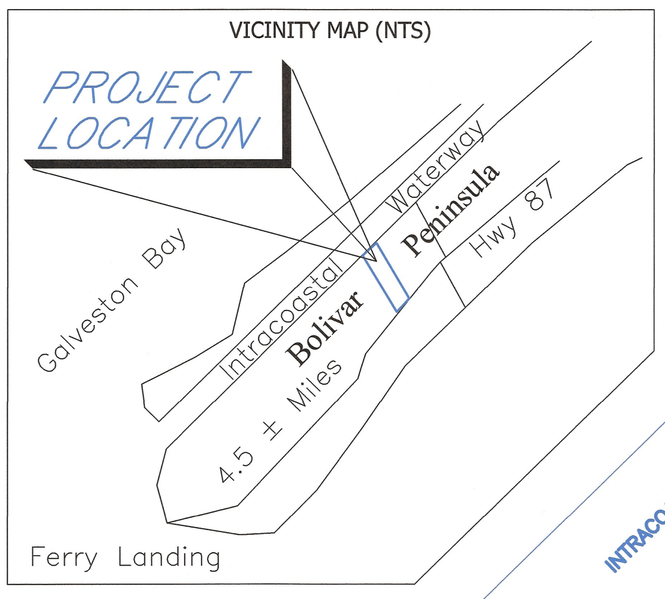
I hereby agree with the conditions listed above and acknowledge it is a violation to begin work before a permit is issued.

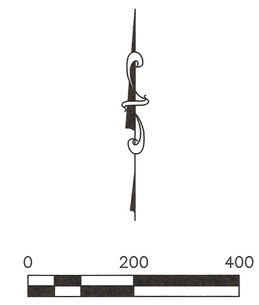
Signature

true

3925 State Highway No. 87, Port Bolivar TX 77650

ABRAHAM VAN NORDSTRAND SURVEY
ABSTRACT 203





INTRACOASTAL WATERWAY
(300' WIDE)

BOLIVAR TERMINAL CO. INC
35.63 AC
GCCFN 9959649 GCDR

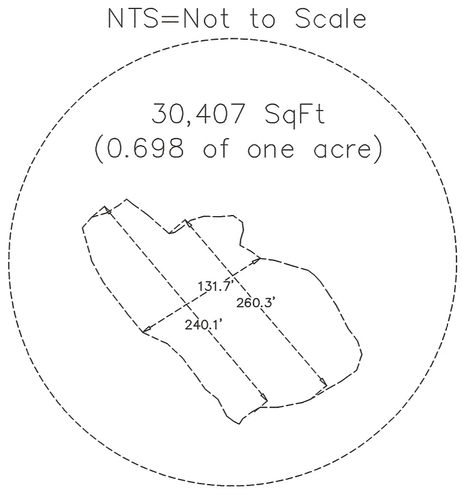
N 45°54'52" E 2,270.52'

2,373.14'

S 31°28'01" E 3,873.14'

JOHNSON ANDREW JR & MARGO
106.00 AC
GCCFN 9701925 GCDR

DETAIL "A"
NTS=Not to Scale



LEGEND

- Fnd. 1/2" Rod "Seacoast 5423"
- Power Pole
- Guy Wire
- Barb Wire Fence
- OHUL — Overhead Utility Esmt.
- Approx. FEMA Flood Line as of August 15, 2019
- Cattle Guard

204.149 Acres
(8,892,420 Square feet)

2,653.69'

N 31°28'01" W 4,153.69'

1,500.00'

G2G HOLDINGS, LLC
151.00 AC
GCCFN 2021042374 OPRGCTx

Zone: VE
BFE: 12'

Zone: AE
BFE: 12'

Zone: VE
BFE: 13'

Zone: VE
BFE: 14'

Zone: VE
BFE: 16'

Zone: VE
BFE: 15'

Cell Tower

Cattle Pens

Gravel Road

Entergy Texas Temporary Workspace Esmt.
GCCFN 2023030307 OPRGCTx

10.00'

Fnd 1/2" Rod
"SEACOAST 5423"
N:13,723,194.03
E:3,333,401.15

1006.9'

CBRS AREA
10/01/1983

240.1'
131.7'
206.3'
492.6'
1033.3'

Fresh Water Pond not part of pit

SEE DETAIL "A"

Entergy Texas 10' Permanent Esmt.
GCCFN 2004025838 OPRGCTx

BPSUD Temporary Construction Esmt.
GCCFN 2004025838 OPRGCTx

S 39°13'05" W 2,347.82'
State Highway No. 87 (120' WIDE)

N:13722849.79
E:3332323.74

20.0'

AT&T 40'X65' Esmt.
GCCFN 2008068749 OPRGCTx

BPSUD 20' Water Transmission line Esmt.
GCCFN 2004025838 OPRGCTx

P.O.B. Fnd 1" Pipe
N: 13,721,375.00
E: 3,331,916.40

NOTES:
1) 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.
2) According to the FEMA FIRM Community Number 48167C, Panel No. 0315 G, effective date August 15, 2019, this property lies within Zone VE with a Base Flood Elevation of 12', 13', 14' & 15' (as measured to the lowest horizontal structural member). And with in Zone AE with a Base Flood Elevation of 12' (as measured to the top of the bottom floor).
3) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company).
4) All bearings shown hereon are based upon the Texas Coordinate System of 1983, South Central Zone 4204.
5) Surveyed without benefit of a Title Report.
6) Dirt Pit Exhibit 24–0595 updated 10–15–2025 to show update of existing pit.

METES AND BOUNDS DESCRIPTION
204.142 ACRES (8,892,420 SQUARE FEET)
ABRAHAM VAN NORDSTRAND
ABSTRACT NUMBER 203

ALL that certain 204.142 ACRES (8,892,420 square feet) tract of land situated in the Abraham Van Nordstrand Survey, Abstract Number 203, Galveston County, Texas and being out of and a part of that certain called 238.28 acre tract of land described in a Warranty Deed with Vendor's Lien to Sidney Don Bouse and Joann Johnson Bouse at Clerk's File Number 9701928 of the Official Public Records of Galveston County, Texas (O.P.R.G.C.T.), and being more particularly described by metes and bounds as follows (all coordinates and bearings are referenced to the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "TXGM REF MON 2" (PID DR8251) N: 13,703,575.90; E: 3,312,955.72);

BEGINNING at a 1 inch iron Pipe found in the northerly right–of–way (R.O.W) line of State Highway Number 87 (120 feet wide) and being the east corner of a 151.00 acre tract of land deeded to G2G Holdings, LLC at Clerk's File Number 2021042374 O.P.R.G.C.T. and the south corner of the herein described tract (N: 13,721,375.00 E: 3,331,916.40);

THENCE, with the easterly line of said 151.00 acre tract and the westerly line of the herein described tract North 31 Degrees 28 Minutes 01 Second West, at 1,500.00 feet passing a 1/2 inch iron rod with a plastic cap stamped "SEACOAST 5423" found on line for reference and continue in all, a distance of 4,153.69 to the south corner of a 35.63 acre tract of land deeded to Bolivar Terminal Co. INC, at Clerk's File Number 9959649 G.C.D.R. and the west corner of the herein described tract;

THENCE, with the southerly line of said 35.63 acre tract, and the northerly line of the herein described tract, North 45 Degrees 54 Minutes 52 Seconds East, a distance of 2,270.52 feet to the west corner of a 106.06 acre tract of land deeded to Andrew Johnson Jr. and Margo N Johnson at Clerk's File Number 9701295 G.C.D.R., and being the north corner of the herein described tract;

THENCE, with the westerly line of said 106.06 acre tract, and the easterly line of the herein described tract, South 31 Degrees 28 Minutes 01 Second East, at 2,373.14 feet passing a 1/2 inch iron rod with a plastic cap stamped "SEACOAST 5423" found on line for reference and continue in all a distance of 3,873.14 feet to the northerly (R.O.W.) line of State Highway Number 87 (120 feet wide) to a 1/2 inch iron rod with a plastic cap stamped "SEACOAST 5423" found for the south corner of said 106.06 acre tract and being the the east corner of the herein described tract;

THENCE, with the northerly (R.O.W.) line of said State Highway Number 87 (120 feet wide) South 39 Degrees 13 Minutes 05 Seconds West, a distance of 2,347.82 feet to the Point of Beginning and containing 204.142 acres (8,892,420 square feet) of land.

update 24–0595	
SURVEY DATE:	October 15, 2025
FILE No.:	0203–0002–0001–000
DRAFTING:	ms
JOB No.:	25–0546

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

DIRT PIT EXHIBIT

204.142 Acres (8,892,420 Square feet)
situated in the
ABRAHAM VAN NORDSTRAND SURVEY
Abstract Number 203
Galveston County, Texas.

Michael Hoover
Registered Professional
Land Surveyor No. 5423

STATE OF TEXAS
REGISTERED
MICHAEL HOOVER
5423
PROFESSIONAL
LAND SURVEYOR

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*32.

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

Consideration of approval of application from Joe Walters on behalf of Suncoast Property Management for a partial replat of Highland Farms subdivision submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/14/26 9:42 am

On this the 22nd day of May, 2026, the Commissioners' Court of Galveston County, Texas convened in a special 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 Highland Farms is presently on file with the County Clerk of Galveston County. It may be found in recorded in Plat Record 3, Map No. 12 in the Map Records of Galveston County, Texas; and

WHEREAS, by the application attached hereto as Exhibit "A", Joe Walters with Suncoast Property Management has filed their Petition and Application for permission to revise a portion of Lot 12 Block 6; 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 July 6, 2026, at 9:30 a.m. in the following location:

Galveston County Courthouse
722 Moody
Galveston, Texas

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 22nd day of May, 2026.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

By: _____, Deputy

Record No: PLAT-25-9

Subdivision Platting and Replatting

Status Active

Submitted On 2/24/2025

Primary Location

12730 Gibbs
Santa Fe, Tx 77510

Owner

Suncoast Property Management, Inc
2nd Street 12832 Dickinson, TX 77539

Applicant

Joe Walters
832 434 4400
[redacted]
PO Box 1367
Santa Fe, Tx 77510

Property Owner

Is the applicant the owner?*

Yes

General Information

Type of Plat*

Replat

Name of Proposed Plat/Amended Plat*

WALTERS ADDITION NO 2

Number of Original Lots*

–

Number of Proposed Lots*

3

Number of Proposed Reserves*

0

Total Number of Lots and Reserves

3

Total Acreage of Proposed Plat*

9.754

Legal Description of Proposed Location*

BEING ALL OF LOT 2 IN BLOCK 6 OF HIGHLAND FARMS, A SUBDIVISION IN GALVESTON COUNTY, TEXAS. ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT RECORD 3, MAP NO. 12.1 IN THE MAP RECORDS OF GALVESTON COUNTY, TEXAS.

Purpose of Proposed Replat or Amending Plat*

3 LOTS 1 BLOCK 9.754 ACRES

Is proposed Property located within Texas City or Santa Fe ETJ?*

Not Applicable

Drainage District*

Galveston County Drainage District No. 1

Is your proposed subdivision or replat within 1000 feet of Mean High Tide?*

No

Water Supply*

Private - Well

Sewage Disposal*

Private Septic

Are any roads proposed in the plat?*

No

Is there a lienholder on the property?*

–

Additional Information or Comments

Are there any existing structures on the propery?*

_

Acknowledgement and Signature

Applicant is aware that they must provide an adequate easement and drainage improvements to an adequate outfall without adversely affecting existing conditions (the applicant's engineer should fully review drainage design requirements in the subdivision regulations). In most cases the applicant must provide mitigation for increased run off, fill and other impacts (i.e. on site detention or other means.). Public roads can not be routed thru private detention areas.

Minimum lot sizes are required by the Galveston County Health District for subdivisions with septic and/or water wells.

All subdivisions require the filing of a plat and compliance with the County's Subdivision Regulations before work begins.

Applicant is fully aware of the County Subdivision regulations and the requirements for paving, drainage & testing, and inspection.

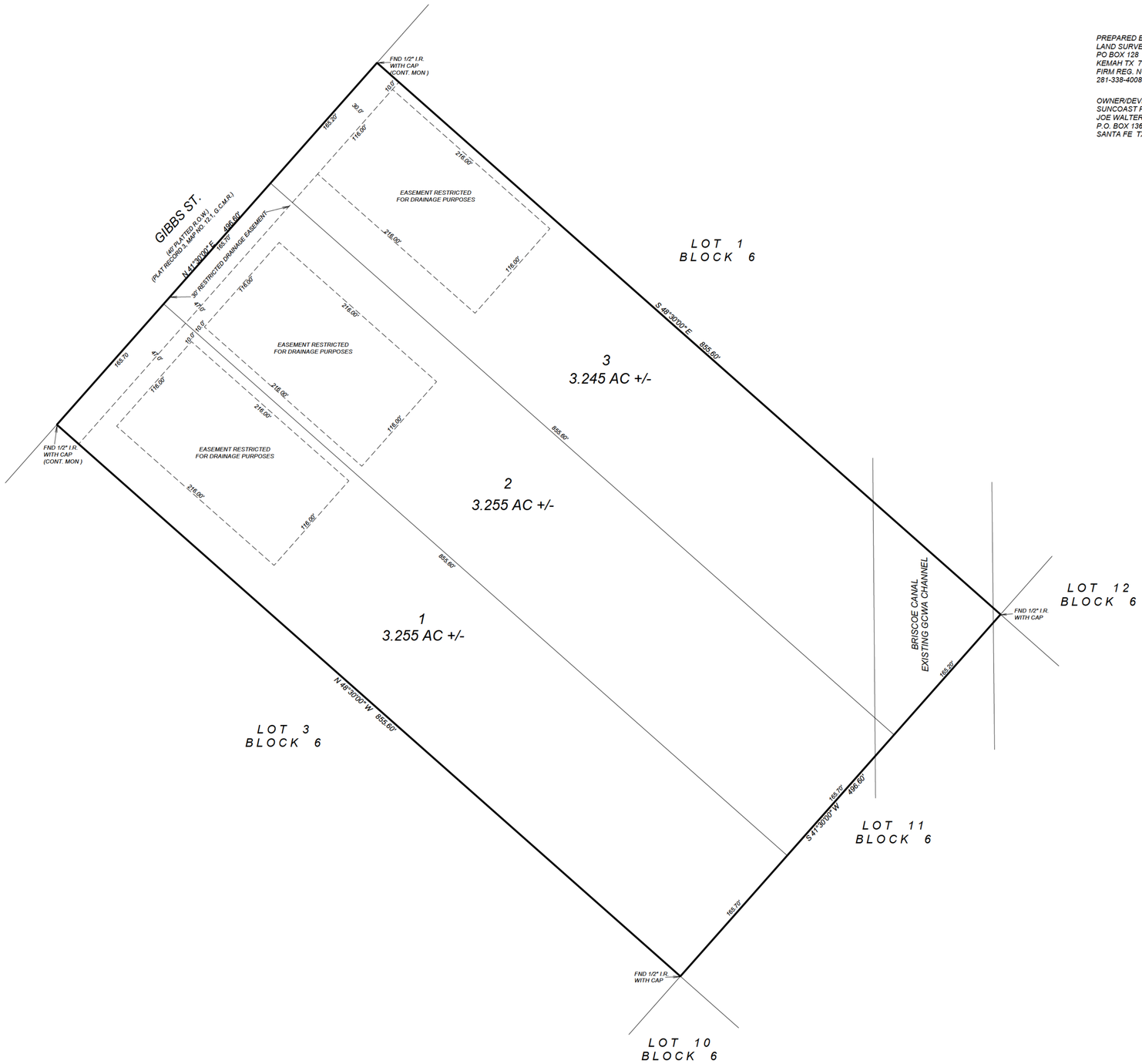
All road and drainage construction materials must be pre-approved and inspection and testing must be coordinated with the county inspector before the work begins.

Subdivision Regulations can be found by clicking HERE.

Drainage Detention Guidelines can be found by clicking HERE.

I have read and acknowledge the above*

Joe E Walters Jr
Feb 20, 2025



WALTERS ADDITION NO. 2

BEING ALL OF LOT 2 IN BLOCK 6 OF HIGHLAND FARMS, A SUBDIVISION IN GALVESTON COUNTY, TEXAS. ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT RECORD 3, MAP NO. 12.1 IN THE MAP RECORDS OF GALVESTON COUNTY, TEXAS.

3 LOTS 1 BLOCK 9.755 AC
MARCH 10, 2026

PREPARED BY:
LAND SURVEY CO
PO BOX 128
KEMAH TX 77565
FIRM REG. NO. 10045700
281-338-4008

OWNER/DEVELOPER:
SUNCOAST PROPERTY MANAGEMENT INC
JOE WALTERS
P.O. BOX 1367
SANTA FE TX 77510

NOTES:
BASIS OF BEARINGS IS THE RECORDED PLAT OF HIGHLAND FARMS.

ACCORDING TO FIRM COMMUNITY PANEL NO. 48167C0380G, DATED 8/15/2019, THIS PROPERTY LIES IN FLOOD ZONE X.

OTHER MATTERS OR ENCUMBRANCES AFFECTING THE SUBJECT PROPERTY, IF ANY, ARE NOT SHOWN.

N W S

SCALE: 1 INCH = 50 FEET

STATE OF TEXAS

COUNTY OF GALVESTON

We, SUNCOAST PROPERTY MANAGEMENT INC., herein after referred to as owners of the 9.755 Acre tract of land described by the above and foregoing map WALTERS ADDITION NO. 2, 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 both sides 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.

_____
JOE WALTERS
SUNCOAST PROPERTY MANAGEMENT

STATE OF TEXAS }

COUNTY OF GALVESTON }

BEFORE ME, the undersigned authority, on this day personally appeared JOE WALTERS, 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 _____, 2026.

_____

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

_____
Joe Giusti
Commissioner Precinct No. 2

The above subdivision titled WALTERS ADDITION NO. 2 as mapped, approved by the Commissioners Court of Galveston County, Texas, by order of _____, 2026.

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 _____, 2026 at ___O'clock ___M, and duly recorded on _____, 2026, 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
*33.

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

Consideration of approval of application from Joe Walters on behalf of Suncoast Property Management for a partial replat of H. B. Baylan subdivision submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/14/26 9:47 am

On this the 22nd day of May, 2026, the Commissioners' Court of Galveston County, Texas convened in a special 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 H. B. Baylan Subdivision is presently on file with the County Clerk of Galveston County. It may be found in recorded in Volume 105, Page 63 in the Map Records of Galveston County, Texas; and

WHEREAS, by the application attached hereto as Exhibit "A", Joe Walters with Suncoast Property Management has filed their Petition and Application for permission to revise a portion of Lot 3; 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 July 6, 2026, at 9:30 a.m. in the following location:

Galveston County Courthouse
722 Moody
Galveston, Texas

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 22nd day of May, 2026.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

By: _____, Deputy

Record No: PLAT-26-10

Subdivision Platting and Replatting

Status: Active

Submitted On: 5/6/2026

Primary Location

5330 PEARSON RD
SANTA FE, TX 77517

Owner

suncoast property management

Applicant

CHRISTOPHER TRUSKY
281-414-7252
@ [redacted]
2010 MORNING TIDE LN
League City, TX 77573

Property Owner

Is the applicant the owner?*

No

Property Owner Name*

SUNCOAST PROPERTY MANAGEMENT INC.

Company Contact

Joe Walters

Owner Mailing Address*

PO BOX 1367

Owner City*

SANTA FE

Owner State*

TX

Owner ZIP Code*

77510

Owner Email*

[redacted]

Owner Phone*

2814344400

General Information

Type of Plat*

Replat

Name of Proposed Plat/Amended Plat*

WALTERS ADDITION NO. 3

Number of Original Lots*

1

Number of Proposed Lots*

2

Number of Proposed Reserves*

0

Total Number of Lots and Reserves

2

Total Acreage of Proposed Plat*

2.8

Legal Description of Proposed Location*

PART OF LOT 3, H B BAYLAN SUBD.

Purpose of Proposed Replat or Amending Plat*

TO DIVIDE THE TRACT INTO 2 LOTS

Is proposed Property located within Texas City or Santa Fe ETJ?*

Not Applicable

Drainage District*

Galveston County Drainage District No. 1

Is your proposed subdivision or replat within 1000 feet of Mean High Tide?*

No

Water Supply*

Private - Well

Sewage Disposal*

Private Septic

Are any roads proposed in the plat?*

No

Is there a lienholder on the property?*

Yes

How will lienholder approval be submitted

Lienholder will sign mylar

Additional Information or Comments

Are there any existing structures on the propery?*

No

Acknowledgement and Signature

Applicant is aware that they must provide an adequate easement and drainage improvements to an adequate outfall without adversely affecting existing conditions (the applicant's engineer should fully review drainage design requirements in the subdivision regulations). In most cases the applicant must provide mitigation for increased run off, fill and other impacts (i.e. on site detention or other means.). Public roads can not be routed thru private detention areas.

Minimum lot sizes are required by the Galveston County Health District for subdivisions with septic and/or water wells.

All subdivisions require the filing of a plat and compliance with the County’s Subdivision Regulations before work begins.

Applicant is fully aware of the County Subdivision regulations and the requirements for paving, drainage & testing, and inspection.

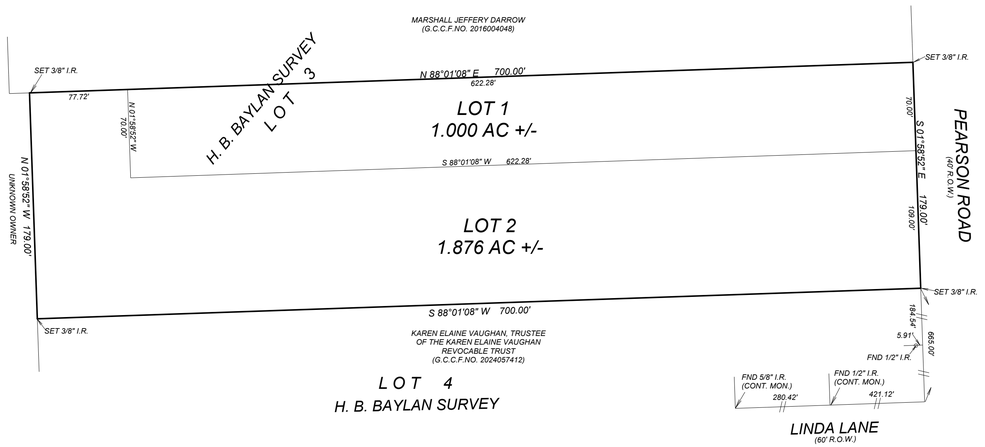
All road and drainage construction materials must be pre-approved and inspection and testing must be coordinated with the county inspector before the work begins.

Subdivision Regulations can be found by clicking HERE.

Drainage Detention Guidelines can be found by clicking HERE.

I have read and acknowledge the above*

CHRISTOPHER TRUSKY
Apr 25, 2026

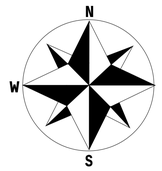


PREPARED BY:
LAND SURVEY CO
PO BOX 128
KEMAH TX 77565
FIRM REG. NO. 10045700
281-338-4008

OWNER/DEVELOPER:
SUNCOAST PROPERTY MANAGEMENT INC
JOE WALTERS
P.O. BOX 1367
SANTA FE TX 77510

Notes:
Basis of bearings is the Texas State Plane Coordinate System (NAD83 datum; South Central Zone 4204).

According to FIRM Community Panel No. 48167C0375G, dated 08/15/2019, this property lies in Flood Zone "X", which is considered to be outside the Special Flood Hazard Area. Surveyor makes no representation as to whether or not this property may flood.



SCALE: 1 INCH = 50 FEET

STATE OF TEXAS

COUNTY OF GALVESTON

We, SUNCOAST PROPERTY MANAGEMENT INC., herein after referred to as owners of the 2.876 Acre tract of land described by the above and foregoing map of WALTERS ADDITION NO. 3, 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 both sides 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.

_____
JOE WALTERS
SUNCOAST PROPERTY MANAGEMENT

STATE OF TEXAS }

COUNTY OF GALVESTON }

BEFORE ME, the undersigned authority, on this day personally appeared JOE WALTERS, 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 _____, 2026.

_____

LIENHOLDERS CERTIFICATION

That We, First State Bank Clute, being the owner and holder of a lien upon and against the land described in the foregoing plat, do hereby consent to the subdivision of said property as shown on this plat, and do hereby consent to the dedication of the streets, alleys, easements, rights of way, and other areas shown hereon, and do hereby subordinate its lien to all such dedications.

Executed this _____day of _____, 2026.

By: _____

STATE OF TEXAS }

COUNTY OF GALVESTON }

BEFORE ME, the undersigned authority, on this day personally appeared _____, 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 _____, 2026.

_____

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

_____
Joe Giusti
Commissioner Precinct No. 2

The above subdivision titled WALTERS ADDITION NO. 3 as mapped, approved by the Commissioners Court of Galveston County, Texas, by order of _____, 2026.

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 _____, 2024 at ___O'clock ___M, and duly recorded on _____, 2024, 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

WALTERS ADDITION NO. 3

BEING THE SOUTH 179 FEET OF THE EAST 700 FEET OF LOT 3 OF A SUBDIVISION OF THE WEST 600 ACRESOF THE H. B. BAYLAN SURVEY, ABSTRACT NO. 636, IN GALVESTON COUNTY, TEXAS.

According to the map or plat thereof recorded in Volume 105, Page 63 in the Office of the County Clerk of Galveston County, Texas.

2 LOTS 1 BLOCK 2.876 AC
APRIL 10, 2026

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*34.

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

Consideration of authorizing the County Judge to execute a pipeline easement agreement to BANGL, LLC submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/14/26 9:51 am

Tracts #'s **SW-TC-211.000 & SW-TC-217.000**

County: **Galveston**
State: **Texas**

Pipeline Easement Agreement
Marathon Pipeline

The State of Texas §
§ **Know All Men By These Presents:**
County of Galveston §

Whereas, the undersigned, the **County of Galveston,** a political subdivision of the State of Texas, acting by and through its County Commissioners' Court, (hereinafter referred to as **"Grantor"**), and **BANGL, LLC ("Grantee")**; and

Whereas, Grantor is the owner of certain real property located in Galveston County, Texas and more particularly described in Exhibit "A" John D. Moore Survey SW-TC-217.000 REV 0 (temporary & additional temporary workspace) and Exhibit "A" J. Spillman Survey SW-TC-211.000 REV 1; and

Whereas, Grantee has requested a right of way and a pipeline easement across portions of Grantor's property for the installation, operation, maintenance, repair, replacement, and removal of an underground pipeline to be run underwater; and

Whereas, Grantee has provided surveyed metes-and-bounds descriptions and plats for the proposed easement route, identified as **SW-TC-211.000** and **SW-TC-217.000**, which together define the easement, temporary workspace, and additional temporary workspace; and

Whereas, Grantor is willing to grant such easement subject to the terms, conditions, covenants, and restrictions set forth herein**.**

Now, Therefore, Know All Men By These Presents:

That Grantor, for and in consideration of the sum of **Seventy-Two Thousand, Nine Hundred Twenty-Eight and 00/100 ($72,928.00) Dollars** paid to the **County of Galveston,** cash in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, and subject to the terms, conditions, covenants and restrictions hereinafter set forth does hereby **Grant, Bargain, Sell and Convey** unto **Grantee,** unto Grantee a pipeline easement and right-of-way as follows:

1. to survey, clear, excavate for, lay, install, construct, use, operate, idle, inspect, maintain, protect, repair, upgrade, replace, alter, test, patrol, change the size of, relocate, and remove, but for no other purpose in each case, pipelines and related facilities (the "***Facilities***") for the transportation of petroleum, petroleum products, crude oil, liquids,

gases, and water (and similar products) over, across, in, on, under, and through an area of the Property being more particularly described on Exhibit A, and as shown and depicted on Exhibit B (such area, the "***Easement Area***"), both exhibits being attached hereto and incorporated herein. The Easement Area, with an additional workspace as depicted on Exhibit A, will be used as needed during periods of construction, maintenance, alteration, repair, removal, or replacement ("***Temporary Work Space***"). Grantee may, from time to time, place pipeline appurtenances and related facilities within the Easement Area, including valves, signage, markers, corrosion control equipment, and communications equipment.

2. together with the right of ingress and egress in, on, over, across, and through the lands described in Exhibit "A" attached hereto for any and all purposes convenient to exercise the rights and privileges herein granted during the period of initial installation; and

3. together with, after the period of initial installation, the subsequent right of ingress and egress in, on, over, across, and through the lands described in Exhibit "B" attached hereto for any and all purposes convenient to exercise the rights and privileges herein granted at all other times.
   See Exhibit "A" John D. Moore Survey SW-TC-217.000 REV 0 (temporary & additional temporary workspace) and Exhibit "A" J. Spillman Survey SW-TC-211.000 REV 1
   See Drawings labeled "Sheets 1-2" Exhibit "B" John D. Moore Survey SW-TC-217.000 REV 0 and Drawings labeled "Sheet 1" Exhibit "B" J. Spillman Survey SW-TC-211.000 REV 1

4. The easement consists of:
   SW TC 211.000 – 2.44 rods
   SW TC 217.000 – 26.68 rods
   Total Easement – 29.12 rods

5. **Temporary workspace (tws) and additional temporary workspace (atws)**
   Grantor further grants to Grantee the temporary workspace areas shown in **SW TC 211.000 and SW TC 217.000**, consisting of:
   TWS: 21,903 sq. ft. (0.50 acres)
   ATWS: 158,801 sq. ft. (3.65 acres)
   TWS and ATWS rights: exist only during initial construction, expire automatically upon completion of construction, and require full restoration to pre-existing grade and condition at the Grantee's expense, as near as reasonably practical.

6. Restoration Obligations
   Promptly following construction, Grantee shall restore all disturbed areas to pre-existing grade and condition, as near as reasonably practical, and re-establish vegetation, remove debris, and correct any subsidence or erosion.

Special terms, conditions, covenants, restrictions, and reservations:

(1) Grantee shall comply with the most stringent requirements concerning the rights and privileges herein granted, imposed by:

- all state, federal, and local regulations, including but not limited to those imposed now or in the future by the **United States Department of Transportation (DOT) (49CFR Part 191and others),** the **Texas Railroad Commission (RRC) (TAC Title 16 Part 1 Chapter 8 and others),** or **TxDot;** and

(2) That in the event any of the following requirements are more stringent than those imposed in (1) above that Grantee will:

- bury the pipeline at least forty-eight inches (48'") below the lowest surface of the ground, including any existing flow lines of drainage ditches or drainage structures;
- provide at least twenty-four inches ("24") clearance between the outer casing of the pipeline and any existing buried utility (pipeline or other utilities) or **City of La Marque, WCID #19, TxDot,** or **Galveston County-owned** storm or other drainage lines, sewers, and appurtenances;
- pay for damages caused to above or below ground existing utility lines and appurtenances, drainage ditches, or storm or other drainage lines, sewers and appurtenances on or adjacent to the land caused by its construction, operation, maintenance, and removal operations;
- upon discontinuance, remove all pipeline and other improvements installed by **Grantee** in accordance with regulations prescribed by the **DOT,** the **RRC, TxDOT, WCID #19, and** the **City of La Marque,** and restore the land to the condition it was in prior to installation of the pipeline.

(3) Grantee shall indemnify, defend, and hold harmless Grantor against all claims, suits, liabilities, and expenses caused on account of injury or death of persons or damage to property resulting from Grantee's exercise of the rights and privileges herein granted, except to the extent caused by or resulting from Grantor's gross negligence or willful misconduct.

(4) This conveyance is also made and accepted subject to the following matters, to the extent same are in effect at this time:

- any and all other easements, rights-of-way, and prescriptive rights, whether of record or not found on, in and under the ground, all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, all previously recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other instruments, including tax liens and conveyances that affect the property; rights of adjoining owners in any wall or fences or other improvements on a common boundary line, any discrepancies, conflicts or shortages in area or boundary lines, and any encroachments or overlapping of improvements.

(5) **Grantor** conveys the property "as is" "with all faults" and without warranty as to condition or environmental hazard.

(6) **Grantor** disclaims any warranty, guaranty, or representation, oral or written, on:

- the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil, and geology;
- the suitability of the property conveyed hereunder for any and all activities and uses which **Grantee** may elect to conduct thereon;
- the existence of any environmental hazards or conditions thereon, including but not limited to the presence of asbestos or other hazardous materials; and
- compliance with applicable environmental laws, rules, or regulations.

(7) **Grantor** reserves the right to grant subsequent easements or rights of way or to otherwise use and enjoy the land as long as such subsequent easements or rights of way or other use of the land does not unreasonably interfere with **Grantee's** enjoyment of the rights and privileges herein granted.

Grantor believes but does not warrant that it is the owner of the land and has the right, title, and capacity to grant the rights and easements herein granted, and that the address of **Grantor (County of Galveston** only) is as set out below. This instrument may be granted in several counterparts, and any such counterpart shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The covenants and obligations of this **Pipeline Easement Agreement** shall run with the land and shall be binding upon the successors and assigns of the parties hereto; and the rights and easements herein granted may, upon notice to **Grantor,** be leased or assigned, together and separately, and in whole or in part.

Executed this _____ day of_____, 2026.

County of Galveston
722 Moody, Suite 200
Galveston, Texas 77550

_____
Mark A. Henry
County Judge

Attest:

_____
Dwight D. Sullivan
County Clerk

Acknowledgment

The State of Texas §
§
County of Galveston §

Before Me, the undersigned authority, on this day personally appeared **Mark A. Henry, County Judge** for the **County of Galveston**, 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 expressed, in the capacity therein stated, and as the act and deed of **Galveston County.**

Given Under My Hand and Seal of Office, on this the _____ day of _____, 2026.

_____
Notary Public
In and for the State of Texas
My Commission expires: _____

Executed this _____ day of_____, 2026.

BANGL, LLC
200 East Hardin Street
Findlay, Ohio 45840

_____
Name:

Title:

Attest:

_____
Secretary

Acknowledgement

The State of _____ §
§
County of _____ §

Before Me, the undersigned authority, on this day personally appeared _____ for, **BANGL, LLC,** 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 expressed, in the capacity therein stated, and as the act and deed of said **BANGL, LLC.**

Given Under My Hand and Seal of Office, on this the _____ day of _____, 2026.

_____
Notary Public
In and for the State of Texas
My Commission expires: _____

EXHIBIT "A"
GALVESTON COUNTY, TEXAS
JOHN D. MOORE SURVEY
ABSTRACT NO. 150

BEING A CENTERLINE DESCRIPTION OF A FIFTY (50) FOOT WIDE PIPELINE EASEMENT AND RIGHT-OF-WAY, BEING TWENTY-FIVE (25) FEET ON EACH SIDE, LOCATED IN JOHN D. MOORE SURVEY, ABSTRACT NO. 150, GALVESTON COUNTY, TEXAS, BEING OUT OF AND A PART OF A TRACT OF LAND, AS DESCRIBED IN DEED UNTO COUNTY OF GALVESTON OF THE STATE OF TEXAS, RECORDED IN VOLUME 1675, PAGE 450, VOLUME 1685, PAGE 39, VOLUME 2097, PAGE 241, AND VOLUME 2097, PAGE 254, OF THE OFFICIAL PUBLIC RECORDS, GALVESTON COUNTY, TEXAS; SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS AND DISTANCES CITED HEREIN ARE GRID BASED ON THE NAD 83, TEXAS STATE PLANES COORDINATE SYSTEM, SOUTH CENTRAL ZONE, US SURVEY FEET):

COMMENCING AT A 3 INCH BRASS CAP MARKED "TEXAS DEPT. OF TRANSPO." (X: 3,259,384.62, Y: 13,694,528.91) FOUND FOR AN INTERIOR CORNER OF A TRACT OF LAND AS DESCRIBED BY DEED INEOS CHOCOLATE PIPELINE, LLC, AS RECORDED UNDER INSTRUMENT NUMBER 2011020456 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS

THENCE, SOUTH 36°42'08" WEST, A DISTANCE OF 1,593.08 FEET TO A POINT ON THE WEST LINE OF SAID TRACT FOR THE **POINT OF BEGINNING** (X: 3,258,432.50, Y: 13,693,251.65) OF THE HEREIN DESCRIBED EASEMENT;

THENCE, NORTH 83°55'50" EAST, A DISTANCE OF 440.24 FEET TO A POINT ON THE EAST LINE OF SAID SUBJECT TRACT FOR THE **POINT OF TERMINATION** (X: 3,258,870.27, Y: 13,693,298.20) OF THE HEREIN DESCRIBED EASEMENT WHICH BEARS SOUTH 49°17'59" WEST, A DISTANCE OF 1,108.08 FEET FROM A 1 INCH PLASTIC CAP MARKED "TEST HOLE" (X: 3,259,710.34", Y: 13,694,020.78) FOUND FOR THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED BY DEED INEOS CHOCOLATE PIPELINE, LLC, AS RECORDED UNDER INSTRUMENT NUMBER 2011020456 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS

THE SIDE LINES OF SAID PIPELINE EASEMENT ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON SAID PARCEL BOUNDARY LINES.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED SURVEY LINE IS 440.24 FEET (26.68 RODS), WITH THE PIPELINE EASEMENT CONTAINING AN AREA OF 22,012 SQUARE FEET OR 0.51 ACRES OF LAND, MORE OR LESS.

TEMPORARY WORKSPACE

TEMPORARY WORKSPACE IS SHOWN ON THE ACCOMPANYING PLAT DATED 09/22/2025, HAVING A TOTAL AREA OF 21,903 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.

ADDITIONAL TEMPORARY WORKSPACE

ADDITIONAL TEMPORARY WORKSPACE IS SHOWN ON THE ACCOMPANYING PLAT DATED 09/22/2025, HAVING A TOTAL AREA OF 158,801 SQUARE FEET OR 3.65 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON NAD 83 TEXAS STATE PLANE COORDINATES SOUTH CENTRAL ZONE DETERMINED BY GPS OBSERVATIONS.

I, WILLIAM J. CASH, JR., CERTIFY THAT THE ROUTE FOR THE ABOVE-DESCRIBED EASEMENT WAS SURVEYED ON THE GROUND, THAT THIS DESCRIPTION CORRECTLY REPRESENTS THE FACTS FOUND AT THE DATE SHOWN ON THE ACCOMPANYING PLAT - EXHIBIT "B" OF THE FIELD SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT IT DOES MEET THE APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE TEXAS PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD FOR A CATEGORY 2, ROUTE SURVEY.

William Cash 9/22/2025

WILLIAM J. CASH
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 3808

REV	DATE	BY	DESCRIPTION	CHK
1	09/22/25	IED	REV. PER CLIENT COMMENTS	WJC
0	09/11/25	IED	ISSUED FOR ACQUISITION	WJC

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPLS# - 10194561

MARATHON
SWEENY TO TEXAS CITY PIPELINE - SWTC
COUNTY OF GALVESTON OF THE STATE OF TEXAS
GALVESTON COUNTY, TEXAS

DRAWN BY: IED	DATE: 09/22/25	DWG. NO. SW-TC-217.000 REV 0 SHEET 1 OF 1	REV. 1
CHECKED BY: WJC	DATE: 09/22/25		
SCALE: N.T.S.	PROJ. NO. 66701		

EXHIBIT "A"
GALVESTON COUNTY, TEXAS
J. SPILLMAN SURVEY
ABSTRACT NO. 175

BEING A PERIMETER DESCRIPTION OF A PIPELINE EASEMENT AND RIGHT-OF-WAY, LOCATED IN J. SPILLMAN SURVEY, ABSTRACT NO. 175, GALVESTON COUNTY, TEXAS, BEING OUT OF AND A PART OF A TRACT OF LAND, AS DESCRIBED IN DEED UNTO COUNTY OF GALVESTON, TEXAS, RECORDED IN INSTRUMENT NUMBER VOLUME 1389, PAGE 168, OF THE OFFICIAL PUBLIC RECORDS, GALVESTON COUNTY, TEXAS; SAID PERIMETER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS AND DISTANCES CITED HEREIN ARE GRID BASED ON THE NAD 83, TEXAS STATE PLANES COORDINATE SYSTEM, SOUTH CENTRAL ZONE, US SURVEY FEET):

COMMENCING AT A 1/2 INCH IRON ROD (X: 3,254,903.66, Y: 13,691,453.45) FOUND FOR THE NORTH CORNER OF A TRACT OF LAND AS DESCRIBED BY DEED TO INEOS CHOCOLATE BAYOU, LLC, COMBINED 2.9486 ACRES, AS RECORDED UNDER INSTRUMENT NUMBER 2011020456 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS;

THENCE, NORTH 52°27'56" EAST, A DISTANCE OF 1,664.58 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT FOR THE **POINT OF BEGINNING** (X: 3,256,223.64, Y: 13,692,467.65) OF THE HEREIN DESCRIBED EASEMENT;

THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 12°17'11", A RADIUS OF 250.00 FEET, AND ARC LENGTH OF 53.61 FEET, AND A CHORD WHICH BEARS NORTH 06°41'23.76" WEST, A DISTANCE OF 53.51 FEET TO AN ANGLE POINT;

THENCE, SOUTH 80°25'58" EAST, A DISTANCE OF 81.52 FEET TO AN ANGLE POINT WHICH BEARS SOUTH 66°04'54" WEST, A DISTANCE OF 3,733.14 FEET FROM A 1 INCH PLASTIC CAP (X: 3,259,710.34, Y: 13,694,020.78) FOUND FOR A CORNER OF A TRACT OF LAND AS DESCRIBED BY DEED TO INEOS CHOCOLATE BAYOU PIPELINE, LLC, AS RECORDED UNDER INSTRUMENT NUMBER 2011020456 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS;

THENCE, SOUTH 61°54'02" WEST, A DISTANCE OF 84.06 FEET TO THE **POINT OF BEGINNING**.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED SURVEY LINE IS 40.33 FEET (2.44 RODS), WITH THE PIPELINE EASEMENT CONTAINING AN AREA OF 2,042 SQUARE FEET OR 0.05 ACRES OF LAND, MORE OR LESS.

I, WILLIAM J. CASH, JR., CERTIFY THAT THE ROUTE FOR THE ABOVE-DESCRIBED EASEMENT WAS SURVEYED ON THE GROUND, THAT THIS DESCRIPTION CORRECTLY REPRESENTS THE FACTS FOUND AT THE DATE SHOWN ON THE ACCOMPANYING PLAT - EXHIBIT "B" OF THE FIELD SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT IT DOES MEET THE APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE TEXAS PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD FOR A CATEGORY 2, ROUTE SURVEY.

William Cash 09/11/2015

WILLIAM J. CASH
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 3808

REV	DATE	BY	DESCRIPTION	CHK
1	09/10/25	IED	REV. PER CLIENT COMMENTS	WJC
0	09/04/25	WJR	ISSUED FOR ACQUISITION	WJC

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPLS# - 10194561

MARATHON
SWEENY TO TEXAS CITY PIPELINE - SWTC
COUNTY OF GALVESTON, TEXAS
GALVESTON COUNTY, TEXAS

DRAWN BY: WJR	DATE: 09/10/25	DWG. NO. SW-TC-211.000 REV 1	REV. 1
CHECKED BY: WJC	DATE: 09/10/25	SHEET 1 OF 1	
SCALE: N.T.S.	PROJ. NO. 66701		

EXHIBIT "B"
GALVESTON COUNTY, TEXAS
JOHN D. MOORE SURVEY
ABSTRACT NO. 150

Graphic Scale in Feet
600' 300' 0 600'

N

VICINITY MAP
N.T.S.
A-150
℄ OF PIPELINE EASEMENT

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	N 83°55'50" E	440.24'

SW-TC-217.000
COUNTY OF GALVESTON OF THE STATE OF TEXAS
VOLUME 1675, PAGE 450
VOLUME 1685, PAGE 39
VOLUME 2097, PAGE 241
VOLUME 2097, PAGE 254
O.P.R.G.C.TX.

SW-TC-221.000
INEOS CHOCOLATE BAYOU PIPELINE, LLC
EXHIBIT "A"
INSTRUMENT NO. 2011020456
O.P.R.G.C.TX.

INTERSTATE HIGHWAY 45

P.O.C.
FOUND 3" BRASS CAP MARKED "TEXAS DEPT. OF TRANSPO."
X: 3,259,384.62
Y: 13,694,528.91

FOUND 1" PLASTIC CAP MARKED "TEST HOLE"
X: 3,259,710.34
Y: 13,694,020.78

SW-TC-000.000
INEOS CHOCOLATE BAYOU PIPELINE, LLC
CALLED 5.3628 ACRES
INSTRUMENT NO. 2011020456
O.P.R.G.C.TX

11,424 SQ. FT. ATWS

S 36°42'08" W - 1,593.08'
S 49°17'59" W 1,108.08'

SW-TC-217.030
CROSSING PERMIT
CITY OF LAMARQUE
O.P.R.G.C.TX.

P.O.B.
X: 3,258,432.50
Y: 13,693,251.65

L1

P.O.T.
X: 3,258,870.27
Y: 13,693,298.20

SW-TC-215.000
BRET FLOYD, ET AL
RESIDUE OF TRACT 1
INSTRUMENT NO. 2008045280
O.P.R.G.C.TX.

℄ OF PIPELINE EASEMENT

SW-TC-216.000
ARTHUR B. LEWIS, ET AL
RESIDUE OF TRACT 2
INSTRUMENT NO. 2008045280
O.P.R.G.C.TX.

SEE SHEET 2 FOR DETAIL

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
O.P.R.G.C.TX.	OFFICIAL PUBLIC RECORDS, GALVESTON COUNTY, TEXAS
I.R.	IRON ROD
I.P.	IRON PIPE
CONC. MON.	CONCRETE MONUMENT
FNC. CNR.	FENCE CORNER
N.T.S.	NOT TO SCALE
●	FOUND MONUMENT - AS DESCRIBED
○	POINT OF INTERSECTION
℞	PROPERTY LINE
	CENTERLINE OF PERMANENT EASEMENT
℄	SECTION LINE
	CENTERLINE OF TEMPORARY ACCESS ROAD

STATE OF TEXAS
REGISTERED
WILLIAM J. CASH
3808
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 2, ROUTE SURVEY.
2. BASIS OF BEARING: NAD83, TEXAS STATE PLANE SOUTH CENTRAL, US SURVEY FOOT
3. OWNERSHIP AND DEED REFERENCES DETERMINED BY MARATHON.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY MARATHON.

TOTAL LENGTH OF CENTERLINE: 440.24 FEET = 26.68 RODS
PIPELINE EASEMENT: 22,012 SQ. FT. = 0.51 AC.
TEMPORARY WORKSPACE (TWS): 21,903 SQ. FT. = 0.50 AC.
ADDITIONAL TEMP. WORKSPACE (ATWS): 158,801 SQ. FT. = 3.65 AC.

William Cash 9/22/2025
WILLIAM J. CASH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 3808

REV	DATE	BY	DESCRIPTION	CHK
1	09/22/25	IED	REV. PER CLIENT COMMENTS	WJC
0	09/11/25	IED	ISSUED FOR ACQUISITION	WJC

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPLS# - 10194561

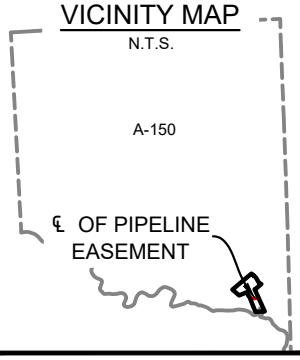
MARATHON
SWEENY TO TEXAS CITY PIPELINE - SWTC
COUNTY OF GALVESTON OF THE STATE OF TEXAS
GALVESTON COUNTY, TEXAS

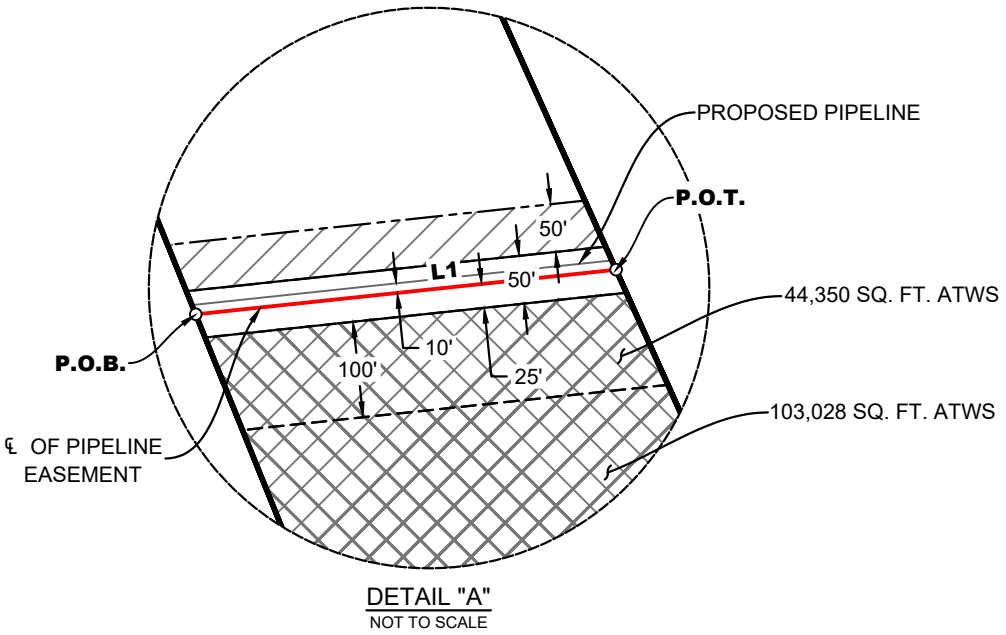
DRAWN BY: IED	DATE: 09/22/25	DWG. NO. SW-TC-217.000 REV 0 SHEET 1 OF 2	REV. 1
CHECKED BY: WJC	DATE: 09/22/25		
SCALE: 1" = 600'	PROJ. NO. 66701		

EXHIBIT "B"
GALVESTON COUNTY, TEXAS
JOHN D. MOORE SURVEY
ABSTRACT NO. 150

N

VICINITY MAP
N.T.S.





DETAIL "A"
NOT TO SCALE

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
OPR	OFFICIAL PUBLIC RECORDS, GALVESTON COUNTY, TEXAS
I.R.	IRON ROD
I.P.	IRON PIPE
CONC. MON.	CONCRETE MONUMENT
FNC. CNR.	FENCE CORNER
N.T.S.	NOT TO SCALE
●	FOUND MONUMENT - AS DESCRIBED
o	POINT OF INTERSECTION
℄	PROPERTY LINE
	CENTERLINE OF PERMANENT EASEMENT
℄	SECTION LINE
	CENTERLINE OF TEMPORARY ACCESS ROAD

STATE OF TEXAS
REGISTERED
WILLIAM J. CASH
3808
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 2, ROUTE SURVEY.
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4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY MARATHON.

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TEMPORARY WORKSPACE (TWS): 21,903 SQ. FT. = 0.50 AC.

ADDITIONAL TEMP. WORKSPACE (ATWS): 158,801 SQ. FT. = 3.65 AC.

William Cash 9/22/2025

WILLIAM J. CASH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 3808

REV	DATE	BY	DESCRIPTION	CHK
1	09/22/25	IED	REV. PER CLIENT COMMENTS	WJC
0	09/11/25	IED	ISSUED FOR ACQUISITION	WJC

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPLS# - 10194561

MARATHON
SWEENY TO TEXAS CITY PIPELINE - SWTC
COUNTY OF GALVESTON OF THE STATE OF TEXAS
GALVESTON COUNTY, TEXAS

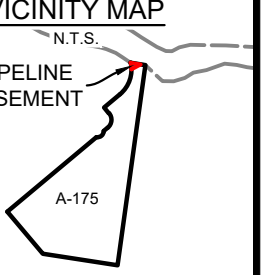
DRAWN BY: IED	DATE: 09/22/25	DWG. NO. SW-TC-217.000 REV 0 SHEET 2 OF 2	REV. 1
CHECKED BY: WJC	DATE: 09/22/25		
SCALE: N.T.S.	PROJ. NO. 66701		

EXHIBIT "B"
GALVESTON COUNTY, TEXAS
J. SPILLMAN SURVEY
ABSTRACT NO. 175

Graphic Scale in Feet
400' 200' 0 400'

N

VICINITY MAP
N.T.S.



CURVE TABLE					
NUMBER	LENGTH	RADIUS	DELTA	CH DIRECTION	CH LENGTH
C1	53.61	250.00	12°17'11"	N 06°41'23.76" W	53.51

LINE TABLE		
NUMBER	BEARING	LENGTH
L2	S 80°25'58" E	81.52'
L3	S 61°54'02" W	84.06'

P.O.B.
FOUND 1" PLASTIC CAP
X: 3,259,710.34
Y: 13,694,020.78

S 66°04'54" W
3,733.14'

SEE DETAIL "A"

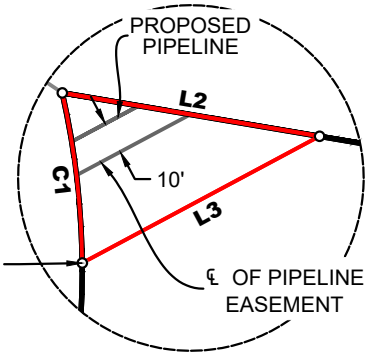
N 52°27'56" E - 1,664.58'

P.O.C.
FOUND 1" I.R.
X: 3,254,903.66
Y: 13,691,453.45

SW-TC-201.000,
SW-TC-202.000,
SW-TC-204.000,
SW-TC-205.000,
SW-TC-206.000,
SW-TC-207.000,
SW-TC-208.000
INEOS CHOCOLATE BAYOU PIPELINE, LLC
COMBINED 2.9486 ACRES
INSTRUMENT NO. 2011020456
O.P.R.G.C.TX.

SW-TC-211.000
COUNTY OF GALVESTON, TEXAS
CALLED 22.54 ACRES
VOLUME 1389. PAGE 168
O.P.R.G.C.TX.

P.O.B.
X: 3,256,223.64
Y: 13,692,467.65



DETAIL "A"
NOT TO SCALE

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
O.P.R.G.C.TX.	OFFICIAL PUBLIC RECORDS, GALVESTON COUNTY, TEXAS
I.R.	IRON ROD
I.P.	IRON PIPE
CONC. MON.	CONCRETE MONUMENT
FNC. CNR.	FENCE CORNER
N.T.S.	NOT TO SCALE
●	FOUND MONUMENT - AS DESCRIBED
○	POINT OF INTERSECTION
℄	PROPERTY LINE
	CENTERLINE OF PERMANENT EASEMENT
℄	SECTION LINE
	CENTERLINE OF TEMPORARY ACCESS ROAD

STATE OF TEXAS
REGISTERED
WILLIAM J. CASH
3808
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 2, ROUTE SURVEY.
2. BASIS OF BEARING: NAD83, TEXAS STATE PLANE SOUTH CENTRAL, US SURVEY FOOT
3. OWNERSHIP AND DEED REFERENCES DETERMINED BY MARATHON.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY MARATHON.

TOTAL LENGTH OF CENTERLINE: 40.33 FEET = 2.44 RODS
PIPELINE EASEMENT: 2,042 SQ. FT. = 0.05 AC.

William Cash 09/11/2015

WILLIAM J. CASH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 3808

REV	DATE	BY	DESCRIPTION	CHK
1	09/10/25	IED	REV. PER CLIENT COMMENTS	WJC
0	09/04/25	WJR	ISSUED FOR ACQUISITION	WJC

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
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OFFICE NUMBER: 832-781-4800
TBPLS# - 10194561

MARATHON
SWEENY TO TEXAS CITY PIPELINE - SWTC
COUNTY OF GALVESTON, TEXAS
GALVESTON COUNTY, TEXAS

DRAWN BY: WJR	DATE: 09/10/25	DWG. NO. SW-TC-211.000 REV 1	REV. 1
CHECKED BY: WJC	DATE: 09/10/25	SHEET 1 OF 1	
SCALE: 1" = 400'	PROJ. NO. 66701		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*35.

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

Contract Approval Request Form

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

1) **Date of Request:** 5/12/2026
2) **Contract Type:** Revenue
3) **Renewal Contract:** No
4) **Department Name: Tax Office**
5) **Department Contact: Cheryl E. Johnson**
6) **Description: Interlocal Collection Agreement for City of Dickinson for Bayou Bend No. 4 PID**

7) **PEID No: 406676**
8) **Req No: N/A**
9) **Orgkey: 1101 151553**
10) **Object Code: 4401000**
11) **Vendor: City of Dickinson**
12) **Vendor Contract No: Interlocal Collection Agreement for City of Dickinson for Bayou Bend No. 4 PID**

Expenditure Budget/Revenue Projections

13) **Fund Name: Collection Contract Fee**
14) **Fund #: 4401000**
15) **Current Year Budgeted: Annual amount not to exceed $0.27 per parcel**
16) **Current Year Projected: Annual amount not to exceed $0.27 per parcel**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: Annual amount not to exceed $0.27 per parcel**

To Be Completed by Purchasing Department

22) **Contract Start Date:** Click or tap to enter a date.
23) **Auto Renewal Contract:** Choose an item.
24) **Bid No:**
25) **Contract End Date:** Click or tap to enter a date.
26) **Contract # Issued by Purchasing Department:**

NOTES: Revenue Agreement

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Disapprove	5/12/26 9:40 am
Notes:	Select CAR		
2	Cheryl Johnson	Approve	5/12/26 11:09 am
3	Melissa Fleming	Approve	5/12/26 4:36 pm
4	Francisco Rodriguez	Approve	5/12/26 4:49 pm
5	Rodolfo Gomez	Approve	5/13/26 8:41 am
6	Diana Huallpa	Approve	5/13/26 10:08 am
7	Sergio Cruz	Approve	5/13/26 11:46 am
8	Veronica Van Horn	Approve	5/13/26 2:29 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@galvestoncountytx.gov

May 11, 2026

Honorable Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

Re: Interlocal Collection Agreement
City of Dickinson for Bayou Bend No. 4
Public Improvement District

Dear Judge Henry:

The City of Dickinson has requested that the Galveston County Tax Office collect Public Improvement District (PID) assessments in Bayou Bend No. 4 beginning with the 2026 tax year. The standard agreement utilized for League City, Friendswood, Santa Fe and for another PID in the City Dickinson has been prepared and is presented for approval by Commissioners Court.

The City presented a digitally signed original but we are unable to sign it thus it is scanned for submission and two printed and signed (my me) copies will be provided to Commissioners for signature. Upon approval, please have the County Clerk send one signed original back to me to send to the City of Dickinson.

Thank you!

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, PCC, CTOP

Attachments

Docusign Envelope ID: 00E0C312-AE70-8D73-8131-04BA666F331F

INTERLOCAL COLLECTION AGREEMENT

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the City of Dickinson (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of Bayou Bend No. 4 Public Improvement District (PID) assessments on property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston and Harris Counties; and

WHEREAS, as set forth in Local Government Code §372.0175, a municipality may contract with the governing body of another taxing unit to perform the duties of the municipality relating to collection of special assessments; and

WHEREAS, County and Taxing Entity each levy a tax or assessment against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the collection of a special assessment tax on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by the Local Government Code §372.0175 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for collecting a special assessment on Bayou Bend No. 4 PID properties located in the Taxing Entity. Assessments will be provided each September 30th by the Taxing Entity or its PID administrator and shall be included on the consolidated tax statement that will be sent to each property owner who owns property located within City and PID boundaries on or before October 10th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

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Assessor Collector shall use all available resources as provided by County to collect such assessment prior to the taxes and assessments becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity Special Assessments if the assessment rate for each property is not provided by September 30th of each year. If Taxing Entity or its administrator has not provided the assessment by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the reasonable additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Taxing Entity shall require the Galveston Central Appraisal District to include PID coding on each appropriate parcel so that the Assessor Collector can bill, collect, disburse and provide, upon request, a report showing receipt of all assessments, penalties and interest paid by parcel number to the Taxing Entity.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent assessments, penalties and interest collected within the PID by tax year on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §372.018(b) of the Local Government Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent assessments, an annual amount not to exceed $0.27 per parcel. Appropriate sums will be due and payable to the Assessor Collector at the conclusion of the January payment cycle or no later than April 1. The annual payment shall be listed by total parcel count within the PID and will automatically be adjusted each year to reflect the actual parcel count as of the most current assessment billing roll for the tax year.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Taxing Entity upon request.

REMITTANCE OF COLLECTIONS

All assessment rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Payment options, penalties and interest shall be the same for PID assessments as property tax payments (e.g. quarter payments, delinquency dates). Collections of Taxing Entity shall

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be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository.

All delinquent assessments, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent assessments, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing August 1, 2026, and ending July 31, 2027. Notwithstanding the foregoing, collection services to be provided by Assessor Collector shall begin with the 2026 tax year. This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any change in the per parcel price for services provided.

In the event this Agreement is not renewed, the parties shall work together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own collection efforts or to enable another entity to collect the assessments on its behalf. Taxing Entity agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Upon request, Assessor Collector shall provide a computer printout of the annual special assessment roll of Taxing Entity showing all current and delinquent assessments owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of assessment, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's assessment upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

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DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent assessments. The County and/or Assessor-Collector shall cooperate with the delinquent collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract.

This Interlocal Tax Collector Agreement is signed and made effective this 28th day of April, 2026.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, PCC, CTOP

City of Dickinson

Travis Magliolo

Travis M. Magliolo, Mayor

Attest:

Claude Allen Oliver

Claude "Allen" Oliver, City Secretary

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*36.

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

Receive and file FY 2026 Special Inventory (151551) Budget Amendment submitted by the Tax Assessor/Collector

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/14/26 9:20 am

Cheryl E. Johnson, PCC, CTOP
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
(409) 765-3277 ✪ (409) 392-5457
Cheryl.E.Johnson@co.galveston.tx.us

May 13, 2026

Honorable Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

Re: Receive & File Fiscal Year 2026 Special Inventory Budget (151551) Amendment

Dear Judge Henry:

Included herein please find an Amended 2026 Special Inventory budget for the Galveston County Tax Office. Expenditures associated with this budget are limited to costs impacting the provision of associated services. The amendment is the result of a requirement by the County Auditor to remit payment for work performed at or near the time it is performed. The funds used are discretionary funds of the Tax Office and have zero impact on the County.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

TAX ASSESSOR COLLECTOR FISCAL YEAR 2026 SPECIAL INVENTORY (151551) AMENDED BUDGET

Description	Amount	Totals
5100000 Salaries & Wages	50,000	
TCDRS	5,935	
AUL	1,805	
LTD	225	
Term Life AD&D	330	
Whole Life	825	
Medicare	725	
U/E	45	
Total Salary & Associated Costs		**$ 59,890**
5492000 Communications (Mobile Phone)	4,000	
5496000: Travel (Business Mileage)	650	
5496000: Travel (Travel and Conference)	3,200	
5498000: Professional Membership & Dues	150	
Total Other Costs		**8,000**
Grand Total All Categories		**$ 67,890 SAY $66,900**

cc: Mr. Sergio Cruz, County Auditor

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*37.

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

Grant Award/Agreement

1) **Court Date:** 5/22/2026
2) **Department:** Galveston County Juvenile Justice
3) **Grant Agency:** Houston Galveston Area Council (HGAC)
4) **Funding Source:** Juvenile Justice Delinquency Act Program - Regional Juvenile Mental Health Services
5) **Grant Start Date:** 1/1/2026
6) **Grant End Date:** 8/31/2026
7) **Program Year:** FY2026
8) **Program End Date:** 8/31/2026
9) **Renewal Grant:** Yes
10) **Contract #:** FALN Number: 16.540, FAIN Number: 2026-SF-ST-0015
11) **Description:** Galveston County utilizes the funding for mental health assessments and/or therapy at the Juvenile Justice Department. These evaluations help determine juvenile service needs while under the care of the department as well as assist the court in their determination during sentencing. Galveston County's allocation for 2026 increased from recent years from $25,000 to $30,000. These funds are used for mental health assessments for juveniles at the detention center.

12) **Grant Organization Keys:** N/A
13) **Grant Type:** Mental Health Professional Services

Expenditure Type

14) **Grant Funded:** $30,000.00
15) **County Funded:** $0
16) **Total Project Amount:** $30,000.00
17) **Assigned Department Contact:** Betsaida Lopez

County Funding Sources

18) **Match Fund: N/A**
19) **Match Division: N/A**

NOTES: Requesting Judge Henry Sign Electronic Agreement

Approval History

Seq #	Approver	Action	Action Date
1	Jamie Brownson	Approve	5/13/26 8:45 am
2	Miriam Moran	Approve	5/13/26 8:45 am
3	Glen Watson	Approve	5/13/26 9:20 am
4	Diana Huallpa	Delegated	5/13/26 10:15 am
5	Christian Monterrubio	Approve	5/13/26 10:28 am
6	Sergio Cruz	Approve	5/13/26 11:46 am

MEMORANDUM

To: Galveston County Commissioners' Court

From: Miriam Moran, Director of Grants Administration

Court Date: May 22nd, 2026

RE: Juvenile Justice
Houston-Galveston Area Council
2026 Regional Juvenile Mental Health Services Sub-Grant Award

BACKGROUND

Each year the Houston-Galveston Area Council applies for a grant from the Juvenile Justice Delinquency Prevention Act Program to offer sub-grantees within their service area an annual allocation to assist with the cost of mental health assessments for juveniles. Galveston County has been a participant in this program for the past decade.

Galveston County utilizes the funding for mental health assessments and/or therapy at the Juvenile Justice Department. These evaluations help determine juvenile service needs while under the care of the department as well as assist the court in their determination during sentencing.

SUMMARY

Galveston County's allocation for 2026 increased from recent years from $25,000 to $30,000. These funds are used for mental health assessments for juveniles at the detention center.

RECOMMENDATIONS

Professional Services requests the Court to consider acceptance of the 2026 Juvenile Mental Health Services sub-grant award from HGAC and authorize the County Judge to sign the contract documents.

ATTACHEMENTS

- ☐ None – The contract will be executed electronically via DocUsign

Houston-Galveston Area Council

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

Galveston County Agreement CFDA/FALN Number: 16.540, FAIN Number: 2026-SF-ST-0015, Federal Award Date: 15-Apr-2025

STANDARD GENERAL PROVISIONS

THIS CONTRACT AND AGREEENT is entered into, by and between the Houston-Galveston Area Council hereinafter referred to as Houston-Galveston Area Council having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Galveston County, hereinafter referred to as the Subrecipient, having its principal place of business at 722 Moody, Galveston, TX, 77550, Texas, United States. These entities may collectively referred to as "the Parties."

PERFORMING PARTY: Galveston County

RECEIVING PARTY: Houston-Galveston Area Council

WITNESSETH:

WHEREAS, Houston-Galveston Area Council hereby engages the Subrecipient to perform certain services or provide deliverable(s) as specified in accordance with the specifications of this Agreement,

WHEREAS, Subrecipient has agreed to perform such services or provide such deliverable(s) in accordance with the specifications of the Agreement;

WHEREAS, the total approved not to exceed value of this Agreement is $30,000.

NOW, THEREFORE, Houston-Galveston Area Council and the Subrecipient do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Subrecipient warrants Houston-Galveston Area Council that it possesses adequate legal authority to enter into this Agreement. The Subrecipient's governing body, is applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Subrecipient to the terms of this Agreement.

ARTICLE 2: APPLICABLE LAWS

The Subrecipient agrees to conduct all activities under this Agreement in accordance with all 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 Subrecipient shall furnish Houston-Galveston Area Council with satisfactory proof of its compliance.

ARTICLE 3: INDEPENDENT CONTRACTOR

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

ARTICLE 4: PARTY LIABILITY

In consideration of full and satisfactory performance hereunder, Houston-Galveston Area Council will be liable to Subrecipient in an amount not to exceed the total contract value as detailed in the Budget attachment, and subject but not limited to the following limitations: 1) Houston-Galveston Area Council is not liable for expenditures made in violation of regulations, rules or policies promulgated under applicable local, state, or federal laws, 2) Except as specifically authorized by Houston-Galveston Area Council in writing, Houston-Galveston Area Council is liable only for requests for invoice payment made in compliance with the applicable cost principles and administrative requirements set forth in a properly executed attachment to this Agreement, 3) Houston-Galveston Area Council is not liable to Subrecipient for costs incurred or performance rendered before the beginning date or after termination of this Agreement, 4) Houston-Galveston Area Council is not liable for any costs incurred in the performance of this Agreement, which have not been billed to Houston-Galveston Area Council by the final billing deadline identified in the Scope of Work.

ARTICLE 5: MANDATORY ATTACHMENTS

The services to be performed or deliverable(s) to be provided by the Subrecipient are outlined in the attached Scope of Work (SOW) document, included with this Agreement. Any changes to the attached SOW document must be agreed to by the Parties via a written and fully executed amendment to this Agreement. In consideration of Houston-Galveston Area Council's compensation offer, further detailed in the Budget attachment to this Agreement, Subrecipient accepts and shall provide Houston-Galveston Area Council approved services in consideration, as specifically described in the Scope of Work, attached hereto and mutually incorporated herein. Subrecipient further agrees to implement the requirements of the Scope of Work according to the agreed upon Budget, as attached, and incorporated.

ARTICLE 6: PERFORMANCE PERIOD

The period of performance for this Agreement begins 01-Jan-2026 and ends 31-Aug-2026. All services and deliverables to be provided under this Agreement must be provided within this performance period, unless directly specified under a written amendment or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Any payment or funding claimed by Subrecipient shall be paid by Houston-Galveston Area Council only under the specific terms set forth in the Special Provisions, Scope of Work, and Budget. Subrecipient agrees that payments are predicated upon properly documented and verified proof of performance delivered, proper invoices that are submitted timely to Houston-Galveston Area Council, and costs incurred by the Subrecipient, in accordance with the terms outlined by the Special Provisions of this Agreement.

ARTICLE 8: REPORTING REQUIREMENTS

If the Subrecipient fails to submit to Houston-Galveston Area Council in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, Houston-Galveston Area Council may withhold payments otherwise due and owing the Subrecipient hereunder. Subrecipient's failure in reporting or performance may be considered cause for termination of this Agreement. If Houston-Galveston Area Council withholds such payments, it shall notify the Subrecipient of its decision. Payments withheld pursuant to this Article may be held by Houston-Galveston Area Council until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient. The Subrecipient'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 and SOW of this Agreement.

ARTICLE 9: NON-FUNDING CLAUSE

Any obligation of Houston-Galveston Area Council created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. Houston-Galveston Area Council shall not be otherwise obligated or liable for any future payments due, or for any damages as a result of interruption of payment or termination.

ARTICLE 10: INSURANCE

Subrecipient certifies that it has either adequate coverage to meet claims or is self-insured for all claims. The limits of liability are set in part by the Texas Tort Claims Act §101.001. The Texas Labor Code §504, and the Texas Workers Compensation Act, outline limits of liability for worker's compensation and employer's liability. During the full term of the Agreement, Subrecipient must provide general liability and property insurance in amounts sufficient to cover contractual liability and protect program facilities including equipment. Subrecipient must ensure that any owned, leased, or non-owned automobiles used in performance of this agreement by Subrecipient's employees or agents are covered by sufficient automobile liability insurance. Subrecipient certifies that it either has Workers' Compensation insurance in the amount required by statute or is self-insured for workers' compensation coverage under statute. Subrecipient further represents that it is insured for general liability including bodily injury, death, and property damage. All insurance certificates, policies, and binders must be maintained by Subrecipient at its program site for review by Houston-Galveston Area Council at any time.

ARTICLE 11: SUBCONTRACTS

Except as may be set forth in the Special Provisions, the Subrecipient agrees not to subcontract, 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 Houston-Galveston Area Council. The Subrecipient acknowledges that Houston-Galveston Area Council is not liable to any subcontractor or assignee of the Subrecipient. The Subrecipient 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 Subrecipient. Subrecipient 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, Houston-Galveston Area Council shall not be responsible for monitoring

Subrecipient's compliance, or that of Subrecipient's subcontractors, with any laws or regulations.

ARTICLE 12: AUDIT

Notwithstanding any other audit requirement, Houston-Galveston Area Council reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement. The audit may be performed by the Houston-Galveston Area Council local government audit staff, a certified public accountant firm, or other auditors designated by Houston-Galveston Area Council and will be conducted in accordance with applicable professional standards and practices. Subrecipient who spend $1,000,000 or more of federal assistance under this contract or cumulatively under all federal contracts in a fiscal year are required to have an audit conducted annually in compliance with 2 CFR 200. Subrecipient agrees to submit all written reports of monitoring or audits to Houston-Galveston Area Council within thirty (30) days of issuance. Any reports that contain findings from an auditor must also include a corrective action plan from the Subrecipient in accordance with 2 CFR 200.511.

The Subrecipient understands and agrees that the Subrecipient shall be liable to the Houston-Galveston Area Council for anything disallowed as a result of audit, in which case future payments are predicated upon repayment as set forth in this Agreement.

ARTICLE 13: EXAMINATION OF RECORDS

The Subrecipient shall maintain complete and accurate records throughout the course of the work. This shall include all of the Subrecipient's costs and documentation of items which are chargeable to Houston-Galveston Area Council under this Agreement. Houston-Galveston Area Council, 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 Houston-Galveston Area Council. 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 Subrecipient shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Subrecipient'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 Subrecipient's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Subrecipient further agrees to include this language in all its subcontracts, pursuant to Article 10-Subcontracts. The Subrecipient agrees that Houston-Galveston Area Council and its duly authorized representatives shall have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices, and records of such subcontractor involving transactions relating to the subcontract, until seven (7) years after final payment under the subcontract or until all audit findings have been resolved.

ARTICLE 14: RETENTION OF RECORDS

The Subrecipient 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 date of final contract closeout. 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 15: CHANGES 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 to this Agreement, 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 Houston-Galveston Area Council may amend performance under this Agreement, during the contract period, by issuing policy directives to establish or clarify performance requirements under this Agreement. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Agreement and shall be binding upon the Subrecipient as if written herein, provided however that such policy directives shall not alter the terms of this Agreement so as to relieve Houston-Galveston Area Council of any obligation specified in this Agreement to reimburse Subrecipient for costs properly incurred prior to the effective date of such policy directives.
C. Except as specifically provided by subsections A and B of this Article, any other alterations, additions, or deletions to the terms of this Agreement shall completed via a written amendment to this Agreement.

ARTICLE 16: TERMINATION PROCEDURES

The Subrecipient acknowledges that this Agreement may be terminated for Convenience or Default, as detailed further below.

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

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

B. *Default*
Houston-Galveston Area Council may, by written notice of default to the Subrecipient, terminate the whole or any part of the Agreement, in any one of the following circumstances:
(1) If the Subrecipient fails to perform the services herein specified within the time specified herein or any extension thereof; or
(2) If the Subrecipient 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 Houston-Galveston Area Council in writing) after receiving written notice by certified mail of default from Houston-Galveston Area Council.

ARTICLE 17: CONTRACT CLOSEOUT PROCEDURE

At completion of the Scope of Work requirements, H-GAC will conduct the contract closeout process in order to establish the following: Determine if all deliverables were met; and that the work was completed and acceptable to H-GAC as per the Agreement, ensure project funds were expended as per the Agreement funding requirements , process the final payment to close out the project, and complete the project audit (if applicable). Subrecipient should securely store and protect all pertinent project data until the required document retention period is met as specified in these provisions.

ARTICLE 18: 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. Galveston County shall make H-GAC aware in writing of a force majeure event that may affect performance or completion of the contract as soon as Galveston County becomes aware. Determination of force majeure shall rest solely with Houston-Galveston Area Council.

ARTICLE 19: COPYRIGHTS

Houston-Galveston Area Council, and any related state or federal awarding agency, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or Houston-Galveston Area Council purposes:

A. The copyright of all maps, data, reports, research, or other work developed under this Agreement;
B. Any copyrights or rights of use to copyrighted material which the Subrecipient purchases with funding under this Agreement. All such data and material shall be furnished to Houston-Galveston Area Council upon request.

ARTICLE 20: OWNERSHIP OF MATERIALS

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Subrecipient solely as a part of its work under this Agreement, shall become the property of the Houston-Galveston Area Council upon completion of this Agreement, or in the event of termination or cancellation hereof. All such data and material shall be furnished to Houston-Galveston Area Council at no charge and upon request. Subrecipient further agrees not to release information about results or deliverables connected to this Agreement to anyone outside of Houston-Galveston Area Council, without first obtaining written release authorization from Houston-Galveston Area Council.

ARTICLE 21: POLITICAL ACTIVITY – BYRD ANTI-LOBBYING ACT

Nothing related, connected to, or provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The

Subrecipient, if a recipient of Federal assistance exceeding 100,000 dollars through an Houston-Galveston Area Council subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 22: SECTARIAN INVOLVEMENT PROHIBITED

The Subrecipient shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 23: CONFLICT OF INTEREST

No officer, member or employee of the Subrecipient or Subrecipient's subcontractor, no member of the governing body of the Subrecipient, and no other public officials of the Subrecipient who exercise any functions or responsibilities in the review or Subrecipient 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.

ARTICLE 24: FEDERAL COMPLIANCE

Subrecipient agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Subrecipient shall notify each potential subcontractor or supplier of the Subrecipient's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964codified at 42 U.S.C. §§2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance; (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 in any education program or activity receiving federal financial assistance; (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 disabilities and the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq,); (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), 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. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR 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. 3701-3708), as set forth in Department of Labor Regulations at 20 CPR 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 25: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED JANUARY 3, 2025)

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. See Public Law 115-232 and 2 CFR § 200.471 for additional information. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors 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. In addition, the No TikTok" on Government Devices Act (FAR 52.504-27) prohibits Contractors from having or utilizing software application known as "TikTok" owned and operated by ByteDance Limited (ByteDance), a privately held company headquartered in Beijing, China on any information technology used in the performance of a government contract.

ARTICLE 26: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds Houston-Galveston Area Council 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). Houston-Galveston Area Council 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, then it shall work with Houston-Galveston Area Council to provide all required certifications and other documentation needed to show compliance.

ARTICLE 27: CRIMINAL PROVISIONS AND SANCTIONS

The Subrecipient agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the Houston-Galveston Area Council, the State of Texas, and the acts and regulations of any related state or federal agency. The Subrecipient agrees to promptly notify Houston-Galveston Area Council 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. Subrecipient shall notify Houston-Galveston Area Council 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 Subrecipient from Houston-Galveston Area Council, if any, shall be reported to local law enforcement agencies and Houston-Galveston Area Council within two (2) hours of discovery of any such act.

The Subrecipient further agrees to cooperate fully with Houston-Galveston Area Council, 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 Subrecipient shall notify Houston-Galveston Area Council of the threat of lawsuit or of any actual suit filed against the Subrecipient pertaining to this Agreement or which would adversely affect the Subrecipient's ability to perform services under this Agreement.

ARTICLE 28: INDEMNIFICATION AND RECOVERY

To the extent permitted by law, Houston-Galveston Area Council shall indemnify and hold Subrecipient harmless against any and all claims, demands, damages, liabilities, and costs incurred by Subrecipient which directly or indirectly result from, or arise in connection with, any negligent act or omission of Houston-Galveston Area Council, its agents, or employees, pertaining to its activities and obligations under this Agreement.

To the extent permitted by law, Subrecipient shall indemnify and hold Houston-Galveston Area Council, it's officers, agents, and employees harmless against any and all claims, demands, damages, liabilities, and costs (including reasonable attorney fees) which directly or indirectly result from, or arise in connection with, any negligent act or omission of Subrecipient, its agents, or employees pertaining to its activities and obligations under this Agreement.

ARTICLE 29: LIMITATION OF LIABILITY

H-GAC'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. H-GAC SHALL NOT BE LIABLE TO THE PERFORMING PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, OR CONTRACT. In no event will Houston-Galveston Area Council 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 during the period of this contract and its related procurements. If Subrecipient performs an act knowing or having reason to know that it is contrary to any law or regulation, the Subrecipient shall bear all claims, costs, losses, and damages caused by, arising out of, or resulting from that act.

ARTICLE 30: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM) AND DEBARRED BIDDERS

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior**

to submitting an application or plan; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

Subrecipient, including any of its officers or holders of controlling interest, is obligated to inform Houston-Galveston Area Council whether or not it is or has been on any debarred bidder's list maintained by the United States Government or the State of Texas. Should the Subrecipient be included on such a list during the performance of this project, it shall so inform Houston-Galveston Area Council within 10 business days of notification.

ARTICLE 31: SOLID WASTE DISPOSAL ACT

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient 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)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 32: PREVENTION OF FRAUD, WASTE, AND ABUSE

Subrecipient shall establish and implement reasonable internal procedures and management controls to prevent misuse of funds under this contract. Subrecipient agrees to report, in writing, to Houston-Galveston Area Council any knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, and violations of federal policies and procedures within 24 hours of discovery. Except as provided by law or court order, the parties to this agreement will ensure the confidentiality of all incident reports. Neither Subrecipient nor Houston-Galveston Area Council will retaliate against any person filing an incident report. Any failure to comply with this Article will result in Houston-Galveston Area Council utilizing the Schedule of Remedies as defined in this agreement.

ARTICLE 33: TEXAS PUBLIC INFORMATION ACT

Houston-Galveston Area Council and the Subrecipient understand and agree that Houston-Galveston Area Council 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 (the "Act"). Houston-Galveston Area Council must rely on advice, decisions, and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and submissions are subject to inclusion into the public record after award. To the extent permitted by law, the Subrecipient may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET". Houston-Galveston Area Council will make reasonable efforts to provide the Subrecipient notice in accordance with the Act in the event Houston-Galveston Area Council receives a request for information under the Act for information that the Subrecipient has marked as indicated above.

ARTICLE 34: SPEND-DOWN POLICY

Within thirty (30) days of Contract execution Contractor/Subrecipient shall provide H-GAC with a plan that identifies anticipated expenditures under the Contract for each quarter in which the Contract is in effect (the "Spend Down Plan"). The Spend Down Plan shall have sufficient detail to clearly show Contractor's/Subrecipient's plan for using the funds provided under the Contract and should note reasons for projected changes in the level of expenditures over the term of the Contract. The Contractor/Subrecipient shall update the Spend Down Plan at the end of each quarter during the term of the Contract or more frequently if circumstances have changed in a way that affects the Spend Down Plan or if requested by H-GAC.

The Contractor/Subrecipient shall monitor its expenditures under the Contract monthly and within 10 days of the end of each month, notify H-GAC if it expects expenditures under the Contract to be less than 75% of the expenditures shown for that quarterly period in the Spend Down Plan. In such event, Contractor/Subrecipient must provide H-GAC with a rebudgeting plan which fully explains how Contractor will be able to use all funds available under the Contract by the end of the Contract term or by a later Contract date, if extension of the Contract is permitted by the funding source and approved by H-GAC in its sole discretion.

H-GAC may approve the rebudgeting plan (with or without required changes) or reject the rebudgeting plan in its sole discretion. If H-GAC approves the rebudgeting plan, Contractor shall submit a revised Spend Down Plan incorporating the revised budget and proceed with work under the Contract and Spend Down Plan.

If Contractor/Subrecipient fails in any quarter to spend at least 75% of the expenditures specified in its Spend Down Plan and has not obtained H-GAC approval of a rebudgeting plan, H-GAC shall have the right to terminate the Contract for cause in accordance with the Contract termination procedures and reallocate the remaining funds to other allowable programs or recipients.

ARTICLE 35: INFORMATION RESOURCES SECURITY POLICY

Subrecipient shall maintain a written information security policy, which at minimum:

(1) Ensures that all Subrecipient's employees and Subrecipient's subcontractor's employees shall complete a cybersecurity training program certified under section 2054.519 of the Texas Government Code. Such training must occur during the contract term and renewal period. Subrecipient shall provide Houston-Galveston Area Council with verification of required training upon completion or Houston-Galveston Area Council's request;
(2) Provides regular training of all Subrecipient's employees and Subrecipient's subcontractor's employees on applicable and up to date security procedures and techniques;
(3) Requires that Subrecipient and Subrecipient subcontractors maintain privacy policies that protect private data as prescribed by applicable state, local, federal privacy laws and regulations; and,
(4) Requires that Subrecipient and Subrecipient's subcontractors utilize adequate safeguards to address any security vulnerabilities.

Upon request, Subrecipient shall provide Houston-Galveston Area Council with a copy of Subrecipient and Subrecipient's subcontractor's written information security policies.

ARTICLE 36: ACCESS AND PROTECTIONS OF H-GAC INFORMATION RESOURCES, DATA, AND CREDENTIALS

Subrecipient is responsible for, must protect, and shall provide adequate safeguards against any unauthorized use, modification, or disclosure of Houston-Galveston Area Council information resources, data, and credentials. Subrecipient and Subrecipient subcontractors shall stay up to date and aware of current, ongoing, and potential telecommunications security risks in Subrecipient and Subrecipient subcontractors given environment(s) and must always consider information sensitivity and transmission security issues when selecting a communications medium. Subrecipient and Subrecipient subcontractors are required to utilize up-to-date and adequate anti-virus or malware protection software for all systems and devices used to access Houston-Galveston Area Council information resources, data, and credentials. Subrecipient is responsible for any incident arising from improperly protected Houston-Galveston Area Council information resources, data, and credentials.

ARTICLE 37: SECURITY BREACH

Subrecipient shall notify Houston-Galveston Area Council within 24 (twenty-four) hours of Subrecipient's discovery of a security incident, breach, or unauthorized use, modification, or disclosure of Houston-Galveston Area Council information resources, data, or credentials. Hereinafter, such an event will be referred to as a "security breach" in this section. Upon immediate discovery of security breach, Subrecipient will coordinate with Houston-Galveston Area Council to determine and implement an adequate and timely action plan to mitigate security breach and resolve any issues resulting from security breach. Subrecipient shall bear all associated costs for any security breach caused by the negligence or willful misconduct of the Subrecipient and Subrecipient's subcontractors.

ARTICLE 38: AUTORHIZED REPRESENTATIVES

Houston-Galveston Area Council will designate specific employees, authorized to discuss matters relating to this Agreement, or provide additional written guidance, clarification, or technical direction. "Technical direction" means information or specific instructions related to the operation of services and Scope of Work under this Agreement.

This whole Agreement as written supersedes any and all prior oral and written agreements between the parties relating to matters herein, and cannot be modified by

any representative, without the executed written memorialization of consent of the parties.

ARTICLE 39: 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 40: JOINT WORK PRODUCT

This Agreement is the joint work product of Houston-Galveston Area Council and the Subrecipient. This Agreement has been negotiated by Houston-Galveston Area Council and the Subrecipient 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 41: SEVERABILITY

Houston-Galveston Area Council and Subrecipient 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 42: 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 Houston-Galveston Area Council or his designee, who shall reduce his decision to writing and provide notice thereof to the Subrecipient. 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 Subrecipient requests a rehearing from the Executive Director of Houston-Galveston Area Council. In connection with any rehearing under this Article, the Subrecipient 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 Subrecipient 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 Subrecipient shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 43: 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.

ARTICLE 44: 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 (if applicable), 3) Scope of Work, and 4) Other Attachments.

ARTICLE 45: 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:

Houston-Galveston Area Council and the Subrecipient have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Galveston County	**Houston-Galveston Area Council**
Signature	Signature
Name	Name Chuck Wemple
Title	Title Executive Director
Date	Date

SPECIAL PROVISIONS
REGIONAL JUVENILE MENTAL HEALTH SERVICES

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Incorporated by attachment, as part of the whole agreement, Houston-Galveston Area Council and the Galveston County (Contractor) do hereby agree to the following Special Provisions as follows:

ARTICLE 1: GOVERNING LAW, STANDARDS AND REGULATIONS

This contract is funded by the Criminal Justice Division of Texas (CJD) under their Regional Juvenile Mental Health Services Program incorporated in the State Criminal Justice Planning Fund (SF 421). Subrecipient agrees to comply with all applicable state and federal laws and local ordinances including but not limited to licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials used. Houston-Galveston Area Council, upon request or at its own discretion, may provide additional standards, guidelines or requirements to aid Subrecipient in rendering appropriate performance. Houston-Galveston Area Council's provision of this information shall in no way supersede the precedence of applicable laws and regulations.

ARTICLE 2: MANDATORY ATTACHMENTS

In consideration of Houston-Galveston Area Council's compensation offer hereinafter described, Subrecipient accepts and shall provide Houston-Galveston Area Council approved services in consideration as specifically described in the Scope of Services, attached hereto and mutually incorporated herein. Subrecipient further agrees to implement the requirements of the Scope of Services according to the agreed upon Budget, as attached and incorporated.

ARTICLE 3: PARTY LIABILITY

In consideration of full and satisfactory performance hereunder, Houston-Galveston Area Council will be liable to Subrecipient for costs billed in accordance with the agreed upon rate for such services as described in the Subrecipient proposal coinciding with the contract performance dates. This payment is subject to the following limitations: 1) Houston-Galveston Area Council is not liable for expenditures made in violation of regulations, rules or policies promulgated under applicable local, state, or federal laws, 2) Except as specifically authorized by Houston-Galveston Area Council in writing, Houston-Galveston Area Council is liable only for expenditures made in compliance with the applicable cost principles and administrative requirements set forth in 2 CFR200 and the Uniform Grant Management Standards (UGMS) promulgated by the State of Texas 3) Houston-Galveston Area Council is not liable to Subrecipient for costs incurred or performance rendered before the beginning date or after termination of this Agreement, 4) Houston-Galveston Area Council is not liable for any costs incurred in the performance of this Agreement, which have not been billed to Houston-Galveston Area Council within 30 days following termination of this Agreement.

ARTICLE 4: PAYMENTS

Houston-Galveston Area Council shall make payments to the Subrecipient in the following manner:

a) Subject to the terms and exclusions outlined in this Agreement, and subject to the confirmation of eligibility under applicable state, local, and federal statues; Houston-Galveston Area Council will reimburse Subrecipient for goods, services, or expenditures on the basis of allowable costs up to the maximum value of this Agreement, or $30,000. Subrecipient shall be paid actual documented cost of each assessment or counseling session provided, as listed in the Subrecipient's proposal as specified in the

attached Budget. If there will be a variance of more than 10% of what is represented in the Budget during the contract period, the Subrecipient shall submit a request in writing to Houston-Galveston Area Council prior to the reimbursement request that would be affected by the change. After receiving such a request Houston-Galveston Area Council reserves the right to accept or deny. In no event shall the sum of all payments for service hours provided exceed the amount shown in the proposal. Subrecipient shall bill Houston-Galveston Area Council for fully documented and substantiated costs of all services provided no later than the 15th of the following month.

Houston-Galveston Area Council will forward payment to Subrecipient within thirty (30) business days subject to having received each of the following:

b) A detailed account of actual costs of the services provided, including number of hours and cost per hour.
c) Information regarding any subcontracted service provider, including name of agency, address of agency, name of assessor and/or therapist, credentials of assessor and/or therapist, and length of time agency has been operating in the contracted jurisdiction.
    1) The Subrecipient shall use the Houston-Galveston Area Council Regional Juvenile Mental Health Services Reimbursement Form, herein attached, to request reimbursement from Houston-Galveston Area Council.
    2) All requested costs must be eligible under the applicable Governor's Criminal Justice Plan for Texas.

ARTICLE 5: SANCTIONS OR REMEDIAL MEASURES

A. Performance Sanctions. Subrecipient's failure to comply with any provision of this contract and attached Scope of Services, any applicable federal or state laws, regulations and rules, and any other applicable Houston-Galveston Area Council policies, issuances, and rules may subject Subrecipient to sanctions and/or remedies imposed by Houston-Galveston Area Council.

B. Financial Sanctions. Houston-Galveston Area Council retains the right to deduct the amount of any advance payment or previous overpayment made by Houston-Galveston Area Council, from any subsequent billing submitted by Subrecipient for violations under this contract. Failure to comply with the Subrecipient obligations or submit billings timely is valid justification for termination of this contract or disallowance of payment. Subrecipient will be liable for and will repay to Houston-Galveston Area Council, on demand, any amounts which are not expended in compliance with this contract, or disallowed as a result of a resolution agreement. Subrecipient will further be responsible for any audit exception or other payment deficiency covered by this contract and all subcontracts hereunder which is found to exist by monitoring or auditing by any party as authorized or required by Houston-Galveston Area Council. Subrecipient will be liable for such funds and will repay such funds even if the improper expenditure, if any, was made by a subcontractor of Subrecipient. All repayment made by the Subrecipient shall be from non-federal/state funds. Subrecipient's failure to pay within 30 days after demand may result in legal actions to recover such funds,

sanctions as set forth in this section and/or additional cost including allowable interest.

C. If the Subrecipient fails to submit to Houston-Galveston Area Council in a timely and satisfactory manner any report required by this contract, or otherwise fails to satisfactorily render performances hereunder, Houston-Galveston Area Council may withhold payments otherwise due and owing to Subrecipient. If Houston-Galveston Area Council withholds such payments, it will notify the Subrecipient in writing of its reasons for withholding payment. Payments withheld pursuant to this paragraph may be held by Houston-Galveston Area Council until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient.

D. If the Subrecipient neglected to follow procurement rules when buying inventory or equipment, Houston-Galveston Area Council may recover funds. Houston-Galveston Area Council may withhold payments on any invoices owed to a Subrecipient if the Subrecipient does not provide a current inventory when requested. Houston-Galveston Area Council may refuse to close a contract and make a final payment to Subrecipient if the Subrecipient's inventory is not current with Houston-Galveston Area Council records. Houston-Galveston Area Council may also recover funds when Subrecipient fails to report stolen or lost equipment.

E. Notwithstanding Houston-Galveston Area Council's exercise of its right of early termination, the Subrecipient will not be relieved of any liability for damages due to Houston-Galveston Area Council. Houston-Galveston Area Council may withhold payment to Subrecipient on this contract until such time as the exact amount of damages due to Houston-Galveston Area Council from the Subrecipient is agreed upon or is otherwise determined by Houston-Galveston Area Council.

ARTICLE 6: COORDINATION OF SERVICES

Houston-Galveston Area Council shall provide coordination of mental health services provided across the region, including overall monitoring and implementation of the services provided. Houston-Galveston Area Council Criminal Justice planning staff shall act as liaison between the Subrecipient and the Office of the Governor, Criminal Justice Division.

SECTION 7: COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

Except as otherwise specifically authorized by Houston-Galveston Area Council in writing, Subrecipient will comply with the applicable cost principles and administrative requirements set forth in 2 CFR 200 and 48 CFR, Chapter 1, Part 31, (Federal Acquisition Regulations). Additionally, the Texas Office of the Governor has released guidance under the Uniform Grant and Contract Management Standards (UGCMS) and those requirements are included herein. Where there is a conflict between federal and state requirements, federal requirements take precedence.

SECTION 8: REPORTING

In addition to the financial reporting requirements set forth in these Special Contract Provisions and Houston-Galveston Area Council's policies and procedures, Subrecipient will submit such other reports, contract closeout, requested data, and/or ad hoc reports and information on the operation and performance of this Contract as may be required by Houston-Galveston Area Council. Houston-Galveston Area Council shall provide a reasonable time for response, in consideration of the nature and availability of the information requested.

SECTION 9: INVESTIGATIONS, MONITORING AND TECHNICAL ASSISTANCE

A. Subrecipient agrees to cooperate with any monitoring, inspection, audit, or investigation of activities related to this Contract as may be conducted by Houston-Galveston Area Council, applicable federal or state agencies, and the State of Texas, or their duly authorized representatives. This cooperation may include access to the premises for the purpose of questioning employees or participants and for the purpose of examining and/or photocopying any books, records, including participant records, papers, or other documents whatsoever relating to this Contract and the performance thereof.

B. Houston-Galveston Area Council reserves the right to conduct, or to have conducted by designated representatives, monitoring and evaluation of Subrecipient's performance as well as performances of Subrecipient's subcontractors rendered under this Contract. Houston-Galveston Area Council will notify Subrecipient of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review, pursuant to these Special Contract Provisions. Houston-Galveston Area Council will provide technical assistance to Subrecipient in correcting deficiencies noted. Houston-Galveston Area Council may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.

ARTICLE 10: PERSONNEL

The Subrecipient shall furnish all necessary personnel with the professional classification, qualifications, skill and expertise required to perform the services required under this contract. The Subrecipient shall be responsible for completion of the services to be rendered and will provide all necessary supervision and coordination of activities that may be required to complete the services. The Subrecipient shall not subcontract work to be performed without prior written consent of Houston-Galveston Area Council.

SECTION 11: SUBCONTRACTS

A. Subrecipient may enter into subcontracts, defined herein as written legal agreements with another party that specify the terms and conditions for the provision of goods or services to be used by the Subrecipient or by participants in the Subrecipient's programs and which will be paid for by funds from this contract. All subcontracts must be procured in accordance with the guidance in 2 CFR 200. Houston-Galveston Area Council shall review and approve subcontracts in advance of Subrecipient incurring billable costs and reserves the right to review the performance of subcontractors

under this agreement.

B. The Subrecipient shall furnish to Houston-Galveston Area Council a copy of the signed subcontract(s) when the Subrecipient uses the services of mental health professionals under the purview of this agreement.
C. All subcontracts are the sole responsibility of Subrecipient. H-GAC is not responsible for the administration or payment of subcontractor of Subrecipient and such contracts do not convey any liability on H-GAC for payment or acceptance of work product.
D. All cost principles and regulations for which the Subrecipient is liable shall pass through to any subcontractor under this contract and Subrecipient shall assure that such provisions are included in any written agreement.

ARTICLE 12: COPYRIGHTS AND RIGHTS IN DATA

When activities involved in the services provided for in this Contract produce original books, manuals, films, computer programs (including executable computer programs and supporting data in any form) or other copyrightable material, the Subrecipient may copyright such, but the Governor's Office of General Counsel, Houston-Galveston Area Council, and Criminal Justice reserves a royalty-free, non-exclusive and irrevocable license to produce, publish and use such materials and to authorize others to do so.

Provisions appropriate to effectuate the purpose of this condition must be in all employment contracts, service provider agreements and other subcontracts emanating from this Contract.

ARTICLE 13: INSURANCE

The Subrecipient represents to Houston-Galveston Area Council that it self-insures its general liability exposure including bodily injury, death and property damage. The limits of liability are set in part by the Texas Tort Claims Act. The Subrecipient self-insures workers compensation and employer's liability under the Texas Workers Compensation Act.

ARTICLE 14: ASSIGNMENT

The provisions of this contract shall not be assignable without the prior written consent of Houston-Galveston Area Council.

ARTICLE 15: RECORDS RETENTION

Records shall be retained for at least **SEVEN (7) YEARS** following the closure of the most recent audit report and until any outstanding litigation, audit or claim has been resolved. Records are subject to inspection by CJD, Houston-Galveston Area Council, or any state or federal agency authorized to inspect same.

ARTICLE 16: CONFIDENTIALITY OF JUVENILE RECORDS

Pursuant to Section 299E 34 U.S.C. 11186, Except as authorized by law, program records containing the identity of individual juveniles gathered for purposes pursuant to this title may not be disclosed without the consent of the service recipient, or legally authorized representative, or as may be necessary to carry out this title. Under no circumstances may program reports or findings available for public dissemination contain actual names of service recipients.

HOUSTON-GALVESTON AREA COUNCIL
REGIONAL JUVENILE MENTAL HEALTH SERVICES
SCOPE OF SERVICES

GALVESTON COUNTY

The Juvenile Probation Department agrees the provisions outlined as follows:

ELIGIBLE SERVICES

The Juvenile Probation Department will provide mental health assessments and/or therapy (individual and group counseling) to referred juveniles.

REIMBURSEMENT

H-GAC will reimburse the Juvenile Probation Department for eligible services. The Juvenile Probation should submit the 'FY 2026 Monthly Reimbursement Form' (Attachment A) to H-GAC by the 15th of every month. If no reimbursement requests have been received by April 15,2026 the Juvenile Probation Department's allocation will be redistributed to other counties and this contract will be considered null and void.

The amount allocated to Galveston County for this performance period is $30,000.00.

PERFORMANCE PERIOD

The performance period for this contract is January 01, 2026, through August 31, 2026.

SERVICE PROVIDERS

The Juvenile Probation Department is responsible for the procurement of mental health assessment and/or therapy services via a reputable, credible, and licensed provider, at a reasonable cost representing market value.

If the Juvenile Probation Department uses an individual consultant for individual or group counseling, reimbursement is capped at $81.25/hr. and is not to exceed $650.00 a day.

SERVICE AREA

The Juvenile Probation Department will provide services within Galveston County and to juveniles residing in Galveston County, Texas.

FY 2026 Regional Juvenile Mental Health Services Project
Galveston County Budget

Budget Summary		
Acct #	**Account Name**	**Amount**
50001	**Direct Salaries & Wages**	
51001	**Consultant**	
51003	**Other Contract Services**	
51004	**Auditing Costs**	
51005	**Legal Services**	
53002	**Travel (In and Out-of-Region)**	
54004	**Expendable Equipment (Less than $5,000)**	
55001	**Office Supplies**	
55002	**Meeting Expenses**	
55003	**Printing (Outside)**	
55004	**Books & Publications**	
55005	**Maintenance & Repair (Physical)**	
55008	**Software & Database**	
55009	**Employee Development**	
55010	**Program Promotion**	
55011	**Employee Recruiting**	
55012	**Licenses & Permits (outside)**	
55013	**Communication**	
55015	**Postage & Delivery**	
55016	**Subscription/Membership**	
55017	**Legal Notice**	
55018	**Operating Expenses**	
55028	**Public Media**	
56001	**Pass Through**	$30,000.00
91001	**In-Kind Match**	
61001	**GIS/Network Allocation**	
62001	**Internal Services Allocation**	
63001	**Benefits Allocation**	
65001	**Indirect Allocation**	
80000	**Rent Allocation**	
	GRAND TOTAL	***$30,000.00***

Instructions

1.) In "Budget Summary" tab, enter project details in highlighted boxes.

2.) In "Personnel Detail" tab, enter employee name, employee rate, and desired number of hours for each employee--this information will populate the "Budget Summary" worksheet.

a.) For total project hour calculation, enter short date (e.g. 8/1/2016) into "Begin" cell and grant end date in "End" cell of Project Hours Calculator section of worksheet.

i.) Sample hour percentages will populate below total project hours.

3.) On "Budget Summary" tab, enter non-personnel budget items into highlighted boxes in "Budget Summary" tab

Other Notes

* For additional explanations of budget categories, view "Definitions" tab.
* The "Over/Under" Budget cell under the "Grand Total" will keep track of your budget as you enter data.

Project Hours Calculator																
Begin		**End**	**Total Days**	**Work Days**	**Work Hours**	**100%**	**90%**	**80%**	**70%**	**60%**	**50%**	**40%**	**30%**	**20%**	**10%**	***5%***
1/1/2022		12/31/2022	364	260	2080.00	2080.00	1872.00	1664.00	1456.00	1248.00	1040.00	832.00	624.00	416.00	208.00	104.00

Personnel Detail											
Employee Name	**Hourly Rate (+3%)**	**Project Number**	**Number of Hours**	**Salary Subtotal**	**Benefits 46%**	**Indirect 10.09%**	**Rent $2.96**	**Internal Services $4.08**	**GIS/Network $5.40**	***TOTAL***	
Abdul	$32.62		62	$ 2,035.49	$ 942.43	$ 300.47	$ 184.70	$ 254.59	$ 336.96	***$ 4,054.66***	3%
Larry	$37.48		0	$ -	$ -	$ -	$ -	$ -	$ -	***$ -***	
Breann	$28.74		416	$ 11,954.59	$ 5,534.98	$ 1,764.70	$ 1,231.36	$ 1,697.28	$ 2,246.40	***$ 24,429.31***	20%
				$ -	$ -	$ -	$ -	$ -	$ -	***$ -***	
				$ -	$ -	$ -	$ -	$ -	$ -	***$ -***	
				$ -	$ -	$ -	$ -	$ -	$ -	***$ -***	
				$ -	$ -	$ -	$ -	$ -	$ -	***$ -***	
				$ -	$ -	$ -	$ -	$ -	$ -	***$ -***	
		TOTAL	**478.4**	**$ 13,990.09**	**$ 6,477.41**	**$ 2,065.17**	**$ 1,416.06**	**$ 1,951.87**	**$ 2,583.36**	***$ 28,483.96***	

Allocation Budget Categories		
Benefits	Benefit costs (vacation, sick leave, retirement contributions, etc.) are expensed each month to a benefit pool. At the end of each month all salary costs for the month are totaled and multiplied by the approved benefits rate.	
Indirect	Costs of general administrative functions that benefit all programs including costs for the Executive Director's office, Finance, Receptionist, etc. Costs are allocated to each project based on the approved fixed rate through H-GAC's Cognate agency Texas Workforce Commission. H-GAC defines direct personnel costs as the costs of salaries plus benefits charged to projects other than indirect.	
Rent	The monthly cost of leased space along with any adjustments imposed by the landlord for utility costs are allocated to the projects based on each project's labor hours as a percentage of total direct labor hours for the agency. Direct labor hours is defined as labor hours relating to all projects except for indirect cost pool projects.	
Printing	Costs associated with operating the copier and printing operations of H-GAC, including lease and maintenance of copiers, paper, copier supplies, salary and benefits of print shop personnel, etc. The pooled costs are allocated to the projects based on each project's labor hours as a percentage of total direct labor hours for the agency.	**2020 Budget combine Personnel, Purchasing, Print Shop, and Facility now Internal Services**
Personnel	Costs incurred for personnel or payroll related function such as the salary and benefits of the benefits and payroll clerks, costs of processing payroll checks (if any), personnel and payroll supplies, etc. The pooled costs are allocated to the projects based on each project's labor hours as a percentage of total direct labor hours for the agency.	
Purchasing	Costs incurred for the maintenance of the centralized purchasing function, including salaries, benefits, supplies, rent, etc. necessary to staff and conduct purchasing transactions for the agency. The pooled costs are allocated to the projects based on each project's labor hours as a percentage of total direct labor hours for the agency.	
Facility	Cost of maintaining a centralized office operation function, including salaries, benefits, supplies, rent, etc. necessary to staff and conduct facility related transactions for the agency. The pooled costs are allocated to the projects based on each project's labor hours as a percentage of total direct labor hours for the agency.	
Communication	The costs of maintaining and operating H-GAC's telephone system are pooled monthly, including the monthly lease of telephone equipment, local telephone access costs, and repair and maintenance of the phone system. These pooled costs are allocated monthly based on project labor hours.	
Geographic Information System	Costs of utilizing the geographic information system maintained by the Data Services Department. Beginning in 2016, the pooled GIS costs are allocated to the projects based on each project's labor hours as a percentage of total direct labor hours for the agency.	**2020 Budget combine GIS/Network**
Network Administration	The costs of maintaining the network including software upgrades, hardware enhancements, support salaries and benefits, etc. are pooled into the network administration pool on a monthly basis. These costs are allocated to the projects based on direct labor hours.	

Other Non-Allocation Budget Categories	
Consultant	Carries out a program of the organization as compared to providing goods or services for a program of the awarding entity.
Other Contract Services	Little or no independent decision-making is involved in the design and conduct of the research work being completed. E.g. Security, Temporary staff, Video staff, Photographer
Auditing Costs	Costs of external audits
Legal Services	Costs of outside legal services

Travel (In and Out-of-Region)	Combined in-region and out-of-region travel.
Maintenance & Repair (Physical)	Equipment repair (printers, etc.), software maintenance.
Office Supplies	Business cards, name plates, binders, notebooks, writing utensils, printer cartridges, etc.
Postage & Delivery	Postage for invitations, delivery of items to events, couriers, etc.
Printing (Outside)	Costs of printing programs outside of H-GAC's print shop.
Books & Publications	Directories, plats, guides, etc.
Expendable Equipment (Less than $5,000)	Equipment such as computers, printers, cameras, etc.
Software & Database	Cost of necessary program-specific software and databases
Employee Development	Cost of necessary program-specific training, employee development, etc.
Program Promotion	Cost of program-specific promotional items
Employee Recruiting	Cost of recruiting new staff, including posting open positions, travel costs for interviews, or relocation expenses.
Licenses & Permits (outside)	Includes software licenses, etc.
Subscription/Membership	Organization subscription and memberships, including credit bureaus, (not typically allowed with TxDOT contracts)
Legal Notice	Public notice for public meetings, RFPs, etc.
Operating Expenses	Includes operational costs such as ID badges, business cards, debt charge-offs, etc. Not typically included in grant-funded transportation Budgets.
Meeting Expenses	Cost of conference room and event space reservation, A/V, food (limited eligibility), court reporters
Public Media	Cost of Media forum, Facebook, Instagram, Twitter, Television, etc..

RESOLUTION

AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE FOR FISCAL YEAR 2025 AND 2026 REGIONAL JUVENILE MENTAL HEALTH PROGRAM GRANT NUMBER 2606714.

WHEREAS, the Houston-Galveston Area Council is a regional voluntary association of local governments and local elected officials serving the 13-county Gulf Coast Planning Area, which has more 7.9 million residents, and

WHEREAS, the mission of the Houston-Galveston Area Council is to help local governments plan for the future.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Houston-Galveston Area Council that:

1. The Executive Director is duly authorized to apply for, accept, reject, alter, or terminate this grant.
2. In the event of loss or misuse of grant funds, H-GAC assures the Office of the Governor that funds will be returned to the Public Safety Office in full.

PASSED AND APPROVED this 15th day of April, 2025, at a regularly scheduled meeting of the Board of Directors of the Houston-Galveston Area Council.

APPROVED:

The Honorable Jay Knight
County Judge, Liberty County
H-GAC Chair

ATTEST:

The Honorable Ty Prause
County Judge, Colorado County
H-GAC Vice Chair

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*38.

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

Grant Award/Agreement

1) **Court Date:** 5/11/2026
2) **Department:** Office of Emergency Management
3) **Grant Agency: Office of the Governor - Homeland Security**
4) **Funding Source: Urban Area Security Initiative**
5) **Grant Start Date:** 9/1/2026
6) **Grant End Date:** 5/31/2028
7) **Program Year: FY2026**
8) **Program End Date:** 5/31/2028
9) **Renewal Grant: RENEWAL**
10) **Contract #: 5996901**
11) **Description: Provides funding for UASI planner positions, supplies and training - Regional Planner**

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded $92,854.00**
15) **County Funded $0.00**
16) **Total Project Amount: $92,854.00**
17) **Assigned Department Contact: Jesse Ryholt - OEM**

County Funding Sources

18) **Match Fund: No Match Required**
19) **Match Division:**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Jamie Brownson	Disapprove	4/29/26 1:06 pm
Notes:	Two grammatical corrections needed. 1 in the GAR and 1 in the Recommendations		
2	Jamie Brownson	Approve	4/29/26 1:22 pm
3	Miriam Moran	Approve	4/29/26 1:39 pm
4	Miriam Moran	Approve	4/29/26 1:40 pm
5	Diana Huallpa	Escalated	5/7/26 5:18 pm
6	Christian Monterrubio	Approve	5/8/26 8:21 am
7	Sergio Cruz	Approve	5/11/26 10:07 am

MEMORANDUM

To:	**Galveston County Commissioners Court**
From:	**Grants Administration**
Court Date:	**May 11th, 2026**
RE:	**Office of Emergency Management**
	Houston Urban Area Security Initiative (UASI)
	2026 UASI Application Submission Ratification

BACKGROUND

Galveston County is eligible for funding under the Houston Urban Area Security Initiative (UASI). The Office of Emergency Management serves as the administrator of these funds for Galveston County. These funds are used to enhance the county's preparedness for all types of emergencies.

The Houston UASI Region requires jurisdictions to submit budgets at the regional level for review and consideration for funding through regional allocations. If approved, UASI budget requests are then submitted as formal applications to the Office of the Governor – Homeland Security Division.

We received authorization on April 15, 2026 from HGAC to open draft applications for UASI projects in the eGrants portal. The full draft applications will be submitted for ratification on the first Commissioners Court in May.

SUMMARY

The UASI Region has approved our budget requests and authorized submission of the FY 2026 applications. The deadline to submit the applications to the Office of the Governor – Homeland Security Division was April 30, 2026. The applications have been submitted in advance of this deadline. The required resolutions for these projects were previously placed on the April 27, 2026 Commissioners Court agenda, approved, and executed at that time.

This item is being presented to Commissioners Court for ratification of the FY 2026 UASI application submissions.

Regional Planner - This project sustains the Galveston County regional planner and allows continued collaboration and coordination with local jurisdictions, regions, and UASI partners at various state and nationwide conferences and meetings. Sustainment of the UASI planners ensures continued development and maintenance of regional terrorism-related plans through a multi-jurisdictional approach to planning. The planners continue developing and updating regional plans (e.g., the MACC, EPIP, etc.) and continue coordination among jurisdictions regarding planning processes, standards, and technologies. This project includes professional development and training for planners as well as supplies to support planning activities.

FINANCIAL SUMMARY

	Grant Match	County Match
Regional Planner	$92,854.00	$0.00

RECOMMENDATIONS

Grants Administration respectfully requests that the Court ratify the submission of the FY 2026 UASI grant application, Regional Planner, to the Office of the Governor – Homeland Security Division.

ATTACHMENTS FOR WET SIGNATURE

- **NONE**

Print This Page

Agency Name: Galveston County
Grant/App: 5996901 **Start Date:** 9/1/2026 **End Date:** 5/31/2028

Project Title: Galveston County - Regional Planner
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
746000908

Application Eligibility Certify:
Created on:4/16/2026 9:24:02 AM By:Brad Burness

Profile Information

Applicant Agency Name: Galveston County
Project Title: Galveston County - Regional Planner
Division or Unit to Administer the Project: Office of Emergency Management
Address Line 1: 722 Moody Ave
Address Line 2:
City/State/Zip: Galveston Texas 77550-2317
Start Date: 9/1/2026
End Date: 5/31/2028

Regional Council of Goverments(COG) within the Project's Impact Area: Houston-Galveston Area Council
Headquarter County: Galveston
Counties within Project's Impact Area: Brazoria,Fort Bend,Galveston,Harris,Montgomery

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: Sergio Cruz
Email: sergio.cruz@galvestoncountytx.gov
Address 1: 722 Moody Avenue
Address 1: 4th Floor
City: Galveston, Texas 77550
Phone: 409-770-5398 Other Phone:
Fax:
Title: Mr.
Salutation: Mr.
Position: County Auditor

Project Director
Name: Jesse Ryholt
Email: Jesse.Ryholt@galvestoncountytx.gov
Address 1: 1353 FM 646 West
Address 1: Suite 201
City: Dickinson, Texas 77539
Phone: 281-309-5013 Other Phone:
Fax:

Title: Mr.
Salutation: Mr.
Position: Deputy Emergency Management Coordinator

Grant Writer
Name: Ahmad Adams
Email: ahmad.adams@galvestoncountytx.gov
Address 1: 722 Moody Ave
Address 1:
City: City of Galveston, Texas 75590
Phone: 409-770-5543 Other Phone:
Fax:
Title: Mr.
Salutation: Mr.
Position: Grant Coordinator I

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): 746000908
Unique Entity Identifier (UEI): DRP9KU1PVJN4

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Primary Mission and Purpose

Urban Area Security Initiative (UASI) - Regular: Supports programs that address the unique multidiscipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. Urban areas must employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate.

Eligibility Requirements

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 be in compliance with 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.

Resolution from Governing Body
Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see Sample Resolution):

- 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;
- A commitment to provide all applicable matching funds;
- 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;
- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

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.

National Incident Management System (NIMS) Implementation
Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)
Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

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
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, 8 U.S.C. § 1324(a)(1)(A)(iii); (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); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). 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, 2027 2027 or the end of the grant period, whichever is later.

Compliance with State and Federal Laws, Programs and Procedures – Nonprofit Organizations
Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (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); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the CEO/NGO Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements.

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

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.

This project sustains the Galveston County regional planner and allows continued collaboration and coordination with local jurisdictions, regions, and UASI partners at various state and nationwide conferences and meetings. Sustainment of the UASI planners ensures continued development and maintenance of regional terrorism-related plans through a multi-jurisdictional approach to planning. The planners continue developing and updating regional plans (e.g., the MACC, EPIP, etc.) and continue coordination among jurisdictions regarding planning processes, standards, and technologies. This project includes professional development and training for planners as well as supplies to support planning activities.

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.

The Department of Homeland Security has designated Houston as a high-risk urban area, but other hazards are more regularly occurring and receive the bulk of jurisdictional spending for emergency management planning. Associated threat data on page 5. Without an external funding source, homeland security planning activities would be limited and would not be as comprehensive as a region of our size, threats, and complexities demands. The region is comprised of local, regional, state, federal, nonprofit, and private-sector partners who work closely together for frequently-occurring emergencies but require coordination and planning to ensure preparedness to respond to acts of terrorism. In our County are, active threats/ terrorism threats are increasing. The County continues to grow in population and critical infrastructure and contains a wide-range of terrorism targets: the world's largest medical center, power plants, chemical facilities, railway hubs, and major tourist sites.

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.

The Homeland Security Planner will continue developing and updating regional plans (e.g., the MACC, EPIP, etc.) and

continue coordination among jurisdictions regarding planning processes, standards, technologies, etc. Galveston County lacks the ability to fund part or full-time terrorism planners. This project will sustain all of the regional efforts made in planning which will allow us to develop new plans and maintain current plans based on dynamically changing risks and needs.

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).
The following gaps were noted in the 2022 Regional SPR on page 2 - "The region still requires additional planning efforts."; "The region has also identified the need to update and socialize several existing plans."; "Fulfillment of the implementation steps from the regional strategy."; "Planning needs and gaps change regularly, and a dedicated planning network is needed to keep the region current." and "Planning needs are constantly evolving which continuously puts the region at risk for capability gaps." The desired end-state is to sustain the regional planners to ensure that plans within the region remain current with evolving and emerging terrorism threats. The planners also review the SPR gaps for all of the core capabilities to prioritize planning gaps each year.

Impact Statement :
Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.
This investment allows continued regional planning efforts and the continued ability to assist in the implementation of the Houston UASI Regional Homeland Security Strategy and addressing the gaps noted in the SPR. This project provides planning assistance that allows the region to continue to better plan for terrorist attacks which further enables the region's mitigation, protection, prevention, and response efforts. This investment reduces the gaps identified above by addressing the continued need for additional planning efforts to include updating and socializing existing plans, ensuring the fulfillment of planning implementation steps from the regional homeland security strategy, and helping create planning documents as need by the UAWG. This project allows the funding for the UASI planner to ensure continued development and maintenance of regional plans through a multi-jurisdictional approach to planning, including updating regional plans (e.g., the MACC, EPIP, etc.) and continued coordination among jurisdictions regarding planning processes, standards, technologies, etc. We are seeing an increase, both regionally and world-wide in domestic violent extremism. The planners funded under this project stay informed on emerging threats to ensure that both local and regional plans incorporate evolving threat methods into planning efforts.

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*.)
4.7.1 Periodically review, update, and upgrade emergency and disaster-related plans statewide, and ensure these plans account for people with disabilities or other access and functional needs.

Target Group :
Identify the target group and population expected to benefit from this project.
This project serves the entire Houston-Galveston Area, providing support to key homeland security-related disciplines.

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.
The economic climate at the time would determine whether or not individual jurisdictions were able to sustain these planner positions.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Urban Area Impact

Identify the Urban Area Strategic Plan Goal and Objective that most closely aligns with this project. List the Goal/Objective specific to your Urban Area Strategic Plan by number and text *(e.g., Goal 5: Interoperable Communications. Sustain standards-based, shared systems with adequate coverage and capacity to facilitate seamless interoperable communications throughout the Urban Area. Objective 2: Complete the deployment of standards-based shared systems to serve the region.)*

Goal 1: Coordinated Planning. UASI Strategic Objective: 1.1: Facilitate a regional planning network composed of the planners from large jurisdictions and other appropriate stakeholders to collaborate on whole community regional planning efforts and to exchange best practices.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Planning - Homeland Security	100.00	The project facilitates a regional planning network composed of planners to collaborate on whole community regional planning efforts and to exchange best practices.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	1
Number of individuals participating in exercises.	10
Number of people trained.	30
Number of planning/coordination meetings attended.	24
Number of planning/coordination meetings conducted (including whole community as appropriate).	8
Number of plans developed or updated.	4
Number of plans reviewed.	8
Number of trainings conducted.	2

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of individuals from stakeholder organizations participating in planning/coordination meetings.	40
Number of stakeholders participating in planning/coordination meetings.	16

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

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
X 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?
_ Yes
X No
_ N/A

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:
X I Certify
_ Unable to Certify

Enter the debarment justification:

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance sustainable homeland security planning program*

Capabilities

Core Capability: Planning

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. :
Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Shareable

___ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

_X_Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Finalize coordination for training, workshops, and conferences.; **Completion Date:** 03-31-2027
Milestone: Order supplies, materials, and mobile phone service; **Completion Date:** 09-01-2027
Milestone: Attend and conduct training, workshops, meetings, exercises and conferences; **Completion Date:** 12-15-2027

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool:

Enter the ID of the typed resources from the Resource Type Library Tool:

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	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Planner (Planning)	Homeland Security Planner - Full-Time Salary and benefits. Salary $62,244.00 and Benefits $23,920.00. The position provides specific focus and professional expertise and support in the areas of emergency management and emergency planning. As the Houston Urban	$86,164.00	$0.00	$0.00	$0.00	$86,164.00	100

		Area Security Initiative (UASI) planning coordinator for Galveston County, this position is regional in scope and responsibility. The Homeland Security Planner conducts exercises and trainings as well as represents the county in development of plans, concepts of operations, and strategies for mitigation of, preparedness for, and responding to terrorist incidents within its Houston UASI region. The position also works with other Galveston County jurisdictions, organizations, and agencies to integrate them into regional terrorism planning initiatives. Total Salary = $84,344.00						
Travel and Training	In-State Incidentals and/or Mileage (Planning)	Homeland Security Planner - Robert "Ted" Chase will attend the 2026 Texas Department of Emergency Management (TDEM) Conference. Estimated costs include per diem, flights, and hotel @ $1,400 per	$1,400.00	$0.00	$0.00	$0.00	$1,400.00	0

		person. Location and dates are TBD.						
Travel and Training	In-State Incidentals and/or Mileage (Planning)	Mileage for planner to attend various meetings and events that serve as critical needs in meeting target project goals. Total mileage cost not to exceed $1,200.	$1,200.00	$0.00	$0.00	$0.00	$1,200.00	0
Travel and Training	In-State Registration Fees (Planning)	Registration fee for the Regional Planner to attend the 2026 Texas Department of Emergency Management (TDEM) conference. Location is Fort Worth and the dates are May 26-29. Registration fee is $300 per person.	$300.00	$0.00	$0.00	$0.00	$300.00	0
Travel and Training	Out-of-State Incidentals and/or Mileage (Planning)	Homeland Security Planner will attend the 2026 National Homeland Security Conference. Estimated costs include per diem, flights, and hotel @ $2,800 per person. Location is at Louisville, Kentucky and dates are August 10-13, 2026.	$2,800.00	$0.00	$0.00	$0.00	$2,800.00	0
Supplies and Direct Operating Expenses	Office Supplies (Planning)	General office supplies such as pen, papers, printing materials, file folders and administrative supplies to support planner	$150.00	$0.00	$0.00	$0.00	$150.00	0

		activities. Total cost not to exceed $150.00.						
Supplies and Direct Operating Expenses	Telecommunications Costs (Planning)	CELL SERVICE. $70/MNTH X 12/MNTHS = $840.	$840.00	$0.00	$0.00	$0.00	$840.00	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
Personnel	$86,164.00	$0.00	$0.00	$0.00	$86,164.00
Supplies and Direct Operating Expenses	$990.00	$0.00	$0.00	$0.00	$990.00
Travel and Training	$5,700.00	$0.00	$0.00	$0.00	$5,700.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$92,854.00	$0.00	$0.00	$0.00	$92,854.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as **User Name**: asalman0091

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*39.

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

Grant Award/Agreement

1) **Court Date:** 5/22/2026
2) **Department:** Parks and Cultural Services
3) **Grant Agency:** Texas General Land Office
4) **Funding Source:** Coastal Management Program (CMP) - State GOMESA
5) **Grant Start Date:** 6/1/2026
6) **Grant End Date:** 5/31/2029
7) **Program Year:** FY2026
8) **Program End Date:** 5/31/2029
9) **Renewal Grant:** No
10) **Contract #:** 26-056-014-F414
11) **Description:** CMP Cycle 31 Gregory Park Access Enhancement engineering and design phase

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded:** $770,000.00
15) **County Funded:** $0
16) **Total Project Amount:** $770,000.00
17) **Assigned Department Contact:** Martha Lee, Parks and Cultural Services Director

County Funding Sources

18) **Match Fund:** N/A
19) **Match Division:**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Jamie Brownson	Approve	5/13/26 11:24 am
2	Miriam Moran	Approve	5/13/26 11:29 am
3	Martha Lee	Approve	5/13/26 11:45 am
4	Diana Huallpa	Delegated	5/13/26 12:41 pm
5	Christian Monterrubio	Approve	5/13/26 1:21 pm
6	Sergio Cruz	Approve	5/13/26 5:25 pm

MEMORANDUM

To: Galveston County Commissioners' Court

From: Miriam Moran, Director of Grants Administration

Court Date: May 22nd, 2026

RE: Galveston County Parks and Cultural Services Dept
Cycle 31 Coastal Management Program Grant Application (State GOMESA)
Gregory Park Access Enhancement

BACKGROUND

The Texas General Land Office administers the Coastal Management Program (CMP) to improve the management of the state's coastal resources and ensure the long-term ecological and economic productivity of the coast.

SUMMARY

Galveston County has been awarded grant funds from the CMP program for engineer-design and construct improvements at Gregory Park on Bolivar Peninsula that will include a restroom facility, playground, sidewalks and a parking lot. The Grants Administration Dept. is requesting authorization for Judge Henry to execute the subrecipient agreement from the Texas General Land Office to begin the period of performance on June 1, 2026 for a project duration of 3 years with a termination date of May 31, 2029.

FINANCIAL SUMMARY

County Match	$0.00
Grant Application Request	$770,000.00
Total Estimated Project Amount	$770,000.00

RECOMMENDATIONS

Grants Administration requests the Court consider execution of Subrecipient contract # 26-056-014-F414 for FY2026 Cycle 31 Coastal Management Program grant agreement with the Texas General Land Office Coastal Department.

ATTACHEMENTS FOR WET SIGNATURE

- ☐ None – Electronic Signature will be required.

Docusign Envelope ID: 84C1FC8B-78CC-8601-83FE-887DEBA21042

GOMESA GRANT AGREEMENT
CMP PROJECT OF SPECIAL MERIT
GLO CONTRACT NO. 26-056-014-F414

The **GENERAL LAND OFFICE** (the "GLO"), an agency of the State of Texas, and **GALVESTON COUNTY** ("Grantee"), each a "Party" and collectively the "Parties," enter into this grant agreement (the "Contract") to provide funding made available to the State of Texas under the Gulf of Mexico Energy Security Act of 2006 ("GOMESA"), and awarded pursuant to Texas Natural Resources Code, Chapter 33, for the implementation of a Coastal Management Program ("CMP") Project of Special Merit, as approved by the Texas Land Commissioner and administered by the GLO.

ARTICLE I – GENERAL PROVISIONS

1.01 PURPOSE AND AUTHORITY

The purpose of this Contract is to set forth the terms and conditions of this grant of state GOMESA funds from the GLO to Grantee to implement the CMP Project of Special Merit entitled, "Gregory Park Access Enhancement" (the "Project"). This Contract is entered into pursuant to Texas Natural Resources Code Section 33.204(g), which authorizes the Texas Land Commissioner to award grants to projects that further the goals and policies of the CMP, and in accordance with the authorized uses and purposes set forth in GOMESA.

1.02 DEFINITIONS

"Administrative and Audit Regulations" means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including the Texas Grant Management Standards and Texas Government Code, Chapter 321.

"Amendment" means a written agreement, executed by the Parties' authorized representatives, that documents changes to the Contract.

"Attachment" means documents, terms, conditions, or additional information attached to this Contract following the execution page or incorporated by reference within the body of this Contract.

"Budget" means the budget for the Project funded by the Contract, in **Attachment A**.

"CMP Rules" means Title 31, Texas Administrative Code, Chapters 26-30.

"Comptroller" means the Texas Comptroller of Public Accounts.

"Contract" means this entire document, along with any Attachments, both physical and incorporated by reference.

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"Deliverables" means a unit or increment of work, including any item, report, data, document, photograph, drawing, process, computer program or code, or other submission required to be delivered under the terms of this Contract.

"Equipment" means tangible personal property having a useful life of more than one year and an acquisition cost of $**10,000.00** or more per unit.

"Event of Default" means the occurrence of any of the events set forth in **Section 3.03**.

"Fiscal Year" means the annual accounting period for the State of Texas, beginning September 1 and ending August 31 each year.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"General Affirmations" means the statements in **Attachment B**.

"GOMESA" means the Gulf of Mexico Energy Security Act of 2006, Pub. L. 109–432, 120 Stat. 3000, 43 U.S.C. 1331 note.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights, and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

"Progress Reports" means written progress reports that must be received by the GLO, in accordance with the format and schedule specified in the Work Plan.

"Project" means the work and activities involved in the CMP Project of Special Merit funded under this Contract and further detailed in the Work Plan in **Attachment A**.

"Project Manager" means the individual assigned by the GLO to manage the Project.

"Public Information Act" means Chapter 552 of the Texas Government Code.

"Real Property" means land, including land improvements, structures and appurtenances thereto, but excludes movable machinery and equipment.

"Subcontractor" means an individual or business that contracts with Grantee to perform part of Grantee's obligations under this Contract by providing goods or services within normal business operations that are ancillary to the Project.

"Sub-grantee" means an individual or entity that: enters into a subaward agreement with Grantee to perform part of Grantee's substantive programmatic obligations under this Contract using funds awarded under this Contract; makes programmatic decisions; is responsible for adherence to grant program requirements; and otherwise carries out a program for the purposes specified in the authorizing statutes cited herein.

"Travel Regulations" means all applicable statutes, regulations, laws, and Comptroller guidance related to reimbursement of travel expenses under this Contract, including Title 34, Texas Administrative Code, Section 5.22; Texas Government Code, Chapter 660; the General Appropriations Act; and *Textravel*, the Comptroller's travel regulation guidance available on the Comptroller's website.

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"TxGMS" means the Texas Grant Management Standards issued by the Comptroller.

"U.S.C." means United States Code.

"VetHUB" means a historically underutilized business, as described in 34 TAC §§20.281 through 20.298 and as certified under the Veteran Heroes United in Business Program administered by the Texas Comptroller of Public Accounts.

"VetHUB Subcontracting Plan" or "VetHSP" means the subcontracting plan submitted with Grantee's Solicitation Response in accordance with 34 Texas Administrative Code §20.285 and the Texas Comptroller of Public Accounts' Veteran Heroes United in Business Program ("VetHUB Program"), in which Grantee demonstrated a good faith effort to subcontract with VetHUBs for the services to be performed under this Contract.

"Work Plan" means the statement of work for the Project, including any special conditions, in **Attachment A**.

1.03 INTERPRETIVE PROVISIONS

(a) The meaning of a defined term applies to its singular and plural forms.

(b) The words "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified.

(c) The term "including" means "including without limitation."

(d) Unless otherwise expressed provided, a reference to a contract includes subsequent amendments and other modifications thereto executed according to the contract's terms, and a reference to a statute, regulation, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto by the enacting authority.

(e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.

(f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.

(g) Unless otherwise expressly provided, reference to any action of or by the GLO by way of consent, approval, or waiver is deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any approval, consent, or waiver.

(h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.

(i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.

(j) Grantee shall use best efforts to achieve the timely performance of its obligations under Contract.

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(k) If the provisions of this Contract and its Attachments conflict, such conflicts shall be resolved in the following order of precedence: Signed Contract; **Attachment A** and **Attachment B**.

(l) As needed, GLO shall, in its sole discretion, determine whether a given entity receiving funds through a subaward or subcontract under this Contract is classified as a Subcontractor or Sub-grantee. GLO shall make its determination in accordance with this Contract and applicable laws, regulations, and standards.

ARTICLE II– PROJECT GRANT AND SCOPE

2.01 PROJECT GRANT

Grantee submitted a CMP grant application to the GLO. The application was selected as a CMP Project of Special Merit eligible for a grant of GOMESA funds, as approved by the Texas Land Commissioner and as administered by the GLO. This Contract is entered into based on Grantee's application.

Subject to the terms and conditions of this Contract, the GLO agrees to provide GOMESA funds to Grantee, in an amount not to exceed $**770,000.00**, payable as reimbursement of allowable expenses incurred by Grantee, to be used in strict accordance with the Budget in **Attachment A**. Any additional funds necessary for the completion of this Project are Grantee's responsibility. This Contract does not require Grantee to contribute matching funds.

The GLO is not liable to Grantee for any expenses incurred by Grantee before the Effective Date of this Contract or after termination or expiration of this Contract.

2.02 AWARD OFFER SUBJECT TO CANCELLATION

If Grantee does not sign the Contract in DocuSign within sixty (60) days, the GLO may cancel award funding for the Project and rescind the Contract.

2.03 PROJECT SCOPE AND WORK PLAN

(a) Grantee shall perform the Project in strict accordance with the terms and conditions of this Contract and all provisions of the Work Plan, including any special conditions, set forth in **Attachment A**.

(b) Grantee may request an amendment to the Work Plan or scope of the Project by submitting a written request and detailed justification to the Project Manager. If there are any costs included in the requested amendment that were not previously included in the Contract, Grantee is solely responsible for such costs it incurs while awaiting GLO approval.

(c) Material changes to the Work Plan may be made only by an Amendment. Notwithstanding the preceding, the Project Manager may, without an Amendment:

(1) Approve changes to Deliverable due dates within the effective term of this Contract; and

(2) Approve reallocations among Budget categories that do not increase or decrease the total Budget amount.

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2.04 AUTHORIZED USES OF GOMESA FUNDS

Grantee represents and warrants that it will use all GOMESA funds provided under this Contract in accordance with all applicable federal and state laws and only for one or more of the following purposes: (a) projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) mitigation of damage to fish, wildlife, or natural resources; (c) implementation of a federally-approved marine, coastal, or comprehensive conservation management plan; or (d) mitigation of the impact of outer Continental Shelf (as that term is defined in 43 U.S.C. § 1331) activities through the funding of onshore infrastructure projects.

ARTICLE III – TERM, DEFAULT, TERMINATION

3.01 DURATION

(a) This Contract's effective date (the "Effective Date") is the first of the month following the date the Contract is signed by the last Party.

(b) This Contract is effective for an initial term (the "Initial Term") beginning on the Effective Date and expiring on the earlier of the date Grantee completes the Project, in the GLO's sole determination, or May 31, 2029. Upon the GLO's receipt of Grantee's written request and acceptable justification, the Parties may extend this Contract for up to two (2) years, upon mutual written agreement. If Grantee fails to submit its extension request to the GLO at least ninety (90) days before the Contract's then-current expiration date, the GLO may choose not to extend the Contract.

(c) Grantee shall make every effort to complete the Project within the Initial Term. Grantee's failure to complete the Project within the Initial Term may result in a negative score on the CMP score sheet in future grant application submissions.

(d) **Grantee may not perform work or incur costs before the Effective Date or after the Contract's termination or expiration. The GLO will not reimburse Grantee for costs incurred or work performed before the Effective Date or after the Contract's termination or expiration.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving Grantee written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Grantee shall cease work, terminate all subcontracts and subaward agreements, and incur no further expense related to this Contract by the termination date contained in GLO's written notice. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events constitutes an Event of Default under this Contract: (i) Grantee fails to comply with any term, condition, covenant, or provision contained in this Contract or fails to comply with applicable federal, state, or local law or regulation; or (ii) Grantee makes a materially incorrect, false, or misleading representation in this Contract, the Work Plan, any reimbursement request, any report submitted to the GLO, or any

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other document related to the Project or Contract. The GLO may terminate the Contract without further notice, when the Grantee has received written notice of such abandonment or default from the GLO and has failed to cure the abandonment or default within 10 days after the date of such notice. If the abandonment or Event of Default is incurable, the GLO may terminate the Contract effective immediately upon written notice to Grantee. Such termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may exercise any legal or equitable remedy available to it. A right or remedy conferred by this Contract upon either Party is not intended to be exclusive of any other right or remedy, and each right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing upon the occurrence of an Event of Default. The failure of the GLO to either insist at any time upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy as provided in this Contract shall not impair any such right or remedy or be construed as a waiver or relinquishment with respect to subsequent Defaults.

ARTICLE IV – GRANT ADMINISTRATION

4.01 SUBMISSIONS AND FORMS

(a) Except for legal notices that must be sent pursuant to Section 10.09, Grantee shall submit all written reports, forms, requests, and deliverables under this Contract in electronic format to the Project Manager at cmpreceipts@glo.texas.gov.

(b) GLO-approved standard forms that Grantee must use for submissions to the Project Manager are available at https://www.glo.texas.gov/coastal/protecting-coast/funding-opportunities. As these forms are updated from time to time, Grantee should periodically check the website for updated forms. Grantee is responsible for using the proper, updated forms.

(c) If there is not a standard form for a particular request allowed under this Contract, Grantee may submit the request in writing via email to the Project Manager for GLO review and approval. The request must include the nature of the request, the section of the Contract that authorizes the request, and a detailed justification for the request. The Project Manager will notify Grantee in writing if the request is approved.

4.02 PROGRESS REPORTS

Grantee shall submit periodic Progress Reports on a monthly or quarterly basis, as required in **Attachment A** and commencing on the date specified therein. Monthly reporting must be submitted on or before the 10th day of each calendar month during the term of this Contract. Quarterly reporting must be submitted on or before the 10th day of each calendar quarter during the term of this Contract. Grantee must submit Progress Reports using the **Progress Report Form**.

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Progress Reports must include the following:

(a) a brief statement of the overall progress since the preceding Progress Report of each task identified on the Work Plan;

(b) a brief description of any problems encountered during the previous reporting period that will affect the Work Plan, delay the completion of any portion of this Contract, or inhibit the completion of or cause a change in any Work Plan objective;

(c) a description of any action Grantee plans to undertake to correct any problems that have been encountered; and

(d) a current personnel eligibility list.

Grantee must submit a **GOMESA Performance Measures Form** upon completion of the Project.

4.03 DELIVERABLES

(a) Grantee shall electronically submit the Deliverables set forth in the Work Plan in **Attachment A**, in the time and manner specified therein, to the Project Manager. The GLO may require Grantee to conform any data presentation or product funded under this Contract to reflect GLO comments.

(b) Grantee may request changes to Deliverable due dates by submitting a written request and detailed justification to the Project Manager for GLO review and approval or denial. Deliverable due date change requests, approvals, and denials must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. The Project Manager shall include copies of all Deliverable due date change requests, approvals, and denials in the GLO's project file.

4.04 REIMBURSEMENT REQUESTS

Except for its final reimbursement request, Grantee shall submit reimbursement requests on either monthly or quarterly, as required in **Attachment A,** on or before the 10th day of the month or quarter, as applicable.

Reimbursement requests must:

(a) prominently display "GLO Contract No. 26-056-014-F414";

(b) be submitted to cmpreceipts@glo.texas.gov on the GLO standard form;

(c) be supported by an invoice detailing each expense by Budget category in accordance with the Budget in **Attachment A**;

(d) include a timesheet or a payroll clearing account spreadsheet; and

(e) provide such other information as the GLO may request.

Grantee's failure to submit reimbursement requests as instructed in this section may significantly delay reimbursement. Reimbursement requests must be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. If no Contract expenses have

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been incurred in a given period, Grantee must submit a zero-dollar ($0.00) invoice.

Grantee's indirect costs may not exceed the amount for such costs set forth in **Attachment A**. Grantee may not charge "other operating costs" (including administrative costs, computer usage fees, etc.) in addition to indirect costs, as such costs are already included in the calculation to determine Grantee's indirect cost rate.

Except for its final reimbursement request, Grantee must submit reimbursement requests no later than sixty (60) days from the date Grantee incurs the expenses listed therein. Grantee must submit its final reimbursement request within sixty (60) days from the date Grantee incurs its last reimbursable Project expense. If the GLO requests that the Grantee revise and resubmit a reimbursement request, the reimbursement request must be resubmitted within sixty (60) days from the date of the initial GLO request.

The GLO may deny reimbursement requests if Grantee fails to submit Deliverables or Progress Reports by their due dates. If the GLO denies reimbursement, Grantee shall resubmit the invoice after the date the overdue Deliverable or Progress Report is submitted.

4.05 TRAVEL EXPENSES

The GLO will only reimburse travel expenses directly attributable to Grantee's performance under this Contract at the rates established or adopted by the Comptroller, as outlined in the Travel Regulations. **The GLO will not reimburse Grantee for travel expenses of any kind without prior written GLO approval.**

Grantee understands and acknowledges that any travel expense reimbursement by the GLO is not a per diem. The GLO will only reimburse actual, allowable expenses in accordance with the Travel Regulations. Grantee must submit itemized receipts to support any request for travel expense reimbursement.

4.06 BUDGET VARIANCE

(a) Grantee may request reallocations among Budget categories by submitting a **Budget Amendment Form** and written justification to the Project Manager.

(b) Such reallocations may not increase or decrease the total Budget amount and will be effective only upon GLO approval.

(c) The Project Manager will notify Grantee in writing if the request is approved or denied. Reallocation requests, approvals, and denials must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

(d) The Project Manager shall include copies of all reallocation requests, approvals, and denials in the GLO's project file.

(e) To request any budget changes increasing or decreasing the total Budget amount, Grantee shall submit written justification to the Project Manager. If approved, the budget change shall be incorporated through a formal, written Amendment to the Contract as mutually agreed to by the Parties.

Grantee shall submit to the Project Manager a final, actual Budget no later than sixty (60) days following the expiration or termination date of the Contract.

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4.07 WITHHOLDING

To ensure full performance of the Project, the GLO may withhold an amount equal to five percent (5%) of the Budget until Grantee's submittal of all required Deliverables, and the GLO's approval, as necessary for the completion of the Project. The GLO shall make a final disbursement only upon receipt of documentation sufficient to demonstrate Grantee has completed the Project in accordance with the Work Plan in **Attachment A** and fulfilled all requirements of the Contract.

4.08 EQUIPMENT

Equipment purchases must be directly related to a GOMESA authorized use and must comply with all applicable laws, rules, and regulations. Grantee may not purchase any Equipment without the GLO's prior written approval. The GLO may require a lease versus purchase analysis prior to equipment purchase. Following Project completion and only upon the GLO's written request, Grantee shall transfer to the GLO possession of all Equipment listed in the written request. Title to the listed Equipment shall transfer to the GLO upon the GLO's receipt of the Equipment. Grantee shall retain title to and possession of any Equipment unless and until transferred to the GLO. Grantee shall furnish, with its final reimbursement request, a list of all Equipment purchased with funds under the Contract, including the name of the manufacturer, model number, and serial number. The disposition of any Equipment shall be in accordance with TxGMS. Equipment purchases will not be permitted within six (6) months of project termination.

4.09 AUDIT COMPLIANCE

If Grantee expends more than $750,000.00 in state awards during its fiscal year, Grantee must have either a financial audit or a program-specific audit conducted for that year in accordance with TxGMS. At its discretion, the GLO may also accept a federal single audit of the Grantee prepared in compliance with Title 2, Code of Federal Regulations, Part 200, if the GLO determines that the federal single audit sufficiently addresses internal controls and other grant requirements as they relate to this state award. The GLO will also accept a state single audit or coordinated audit that has been conducted in accordance with Section 783.008 of the Texas Government Code and TxGMS. If applicable, Grantee shall complete and return the Audit Reporting Form no later than September 1 of each year until the Contract is terminated. The Audit Reporting Form may be downloaded at: https://www.glo.texas.gov/coastal/protecting-coast/funding-opportunities.

4.10 REAL PROPERTY

Acquisition of real property is not authorized under this Contract.

4.11 ADDITIONAL GRANT COMPLIANCE REQUIREMENTS

Grantee shall comply with all applicable state and federal laws, rules, regulations, and terms and conditions relating to grant administration. Grantee understands and agrees to the terms included in the Attachments and all other terms in this Contract that require assurances, affirmations, acknowledgments, actions, activities, and special conditions to fulfill state and federal legal requirements. The information included in this Contract is current as of its effective date. However, Grantee shall ensure it complies with applicable legal requirements identified in the Attachments and all other applicable laws, rules, and regulations at all times.

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ARTICLE V– STATE FUNDING AND GRANT MANAGEMENT STANDARDS

5.01 STATE FUNDING

(a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated and the Parties discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

(b) Any claim by Grantee for damages under this Contract may not exceed the amount due and owing Grantee or the amount of funds appropriated for payment, but not yet paid to Grantee, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.02 GENERAL AFFIRMATIONS

To the extent they apply, Grantee certifies it has reviewed the General Affirmations in **Attachment B** and that Grantee is in compliance with all the requirements set forth therein.

5.03 RECAPTURE OF FUNDS

The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and Grantee must reimburse, any payments made by the GLO that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, and regulations; (iii) are otherwise inconsistent with the terms and conditions of this Contract, including any unapproved expenditures. **This recapture provision applies to any expenditures by Grantee that are not consistent with one of the authorized uses of GOMESA funds set forth in Section 2.04**.

5.04 OVERPAYMENT

Grantee shall be liable to the GLO for any costs disallowed pursuant to any financial or compliance audits of funds received under this Contract. Grantee shall reimburse such disallowed costs from funds which were not provided or otherwise made available to Grantee under this Contract.

5.05 COMPLIANCE WITH TXGMS

Grantee must comply with, and ensure each Sub-grantee complies with, the provisions of TxGMS that apply to local government grantees, notwithstanding the definition of "local government" in Section 783.003(3) of the Texas Government Code, except that a nonprofit organization or institution of higher education may comply with the alternate provisions specific to that type of entity where specified in TxGMS.

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ARTICLE VI– INTELLECTUAL PROPERTY

6.01 OWNERSHIP

The GLO and Grantee shall jointly own, without limitation, all right, title, and interest in and to all reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed under this Contract with each Party having an unlimited right to access and use, and authorize or license third parties to access and use, all such information and materials without the necessity of obtaining authorization from the other Party and without expense, charge, or accounting to the other Party.

6.02 INTELLECTUAL PROPERTY

(a) The GLO and Grantee shall retain, both during and after the term of this Contract, exclusive ownership of all rights, title, and interest in and to, their respective pre-existing Intellectual Property as of the effective date of this Contract. This Contract will not be interpreted or deemed as causing the parties to become joint owners of any such pre-existing Intellectual Property.

(b) The GLO and the State of Texas each has the right to use, reproduce, publish, publicly display, distribute and create derivative or new works and otherwise use, exploit, or authorize others to use or exploit for government purposes all reports, drafts of reports, data, drawings, computer programs, codes and any other work associated with this Contract, and exercise any intellectual property rights, without obtaining authorization from the other Party and without expense, charge, or accounting to the other Party.

(c) The Grantee may obtain intellectual property rights for any work that is subject to intellectual property rights and was developed, or for which ownership was purchased, under this Contract, only if the GLO and the State of Texas each are granted a worldwide, royalty free, non-exclusive, fully paid-up, and irrevocable license to reproduce, publish, publicly display, distribute and create derivative or new works and otherwise use, exploit, or authorize others to use or exploit for government purposes all reports, drafts of reports, data, drawings, computer programs, codes and or any other work associated with this Contract.

(d) Grantee must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance required to perfect the rights granted to the GLO and the State of Texas herein without any charge or expense beyond the stated amount payable to QPP for the work authorized under this Contract.

(e) The Contract in no way creates an obligation on behalf of the GLO or the State of Texas to obtain or enforce any intellectual property right that may be created under this Contract.

6.03 NON-ENDORSEMENT

Grantee shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) that states or implies State of Texas or

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government employee endorsement of a product, service, or position that Grantee represents. No release of information relating to this Project may state or imply that the GLO or the State of Texas approves of Grantee's work products or considers Grantee's work product to be superior to other products or services.

ARTICLE VII– ACKNOWLEDGMENTS, PUBLICATIONS, AND SIGNAGE

7.01 ACKNOWLEDGEMENT

Grantee is required to inform the public that the Project is funded, in whole or in part, by a state grant of Gulf of Mexico Energy Security Act of 2006 funding awarded under the Texas Coastal Management Program. Acknowledgement of the source of funding may take many forms (e.g., signage or written acknowledgement in a Project publication or website) as set forth herein, or as otherwise approved in writing by the Project Manager.

7.02 PUBLICATIONS

If Grantee publishes any reports, papers, products in electronic format, or other materials based on or developed in whole or in part as a result of this Contract, Grantee shall ensure that such documents, products, and other materials bear the following statement, as well as the GLO and CMP logos, on the cover or first page:

> "This (publication/report/paper/website) was funded (in whole/part) through a grant from the Texas General Land Office (GLO) providing Gulf of Mexico Energy Security Act of 2006 funding made available to the State of Texas and awarded under the Texas Coastal Management Program. The views contained herein are those of the authors and should not be interpreted as representing the views of the GLO or the State of Texas."

7.03 SIGNAGE

If the Project funded under this Contract includes the construction of facilities or other permanent improvements, Grantee shall erect temporary signs during the construction phase of such facilities or improvements. Signs must include the GLO and CMP logos and contain the following language:

> "This project was funded in part through a grant from the Texas General Land Office providing Gulf of Mexico Energy Security Act of 2006 funding made available to the State of Texas and awarded under the Texas Coastal Management Program."

At the completion of construction, Grantee shall replace the temporary signs with permanent signs approved by the GLO. Grantee must erect permanent signs for projects that include land acquisition.

ARTICLE VIII – RECORDS, AUDIT, RETENTION, AND DISCLOSURE

8.01 BOOKS AND RECORDS

Grantee shall keep and maintain, or cause to be kept or maintained, under GAAP or GASB (as applicable) full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, and/or their authorized representatives sufficient information to determine Grantee's compliance with this Contract and all applicable laws, rules, and regulations.

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8.02 INSPECTION AND AUDIT

(a) All records related to this Contract (including records of Grantee and its Subcontractors and Sub-grantees) shall be subject to the Administrative and Audit Regulations.

(b) 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 or subaward agreement under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract or subaward agreement 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. Grantee shall ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors or Sub-grantees through Grantee and the requirement to cooperate is included in any subcontract or subaward agreement it awards.

(c) State agencies authorized to audit and inspect Grantee, its records, its Subcontractors, its Subcontractors' records, its Sub-grantees, and its Sub-grantees' records include the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, the Comptroller, and their authorized designees.

8.03 PERIOD OF RETENTION

Each Party shall retain in its records this Contract and all documents related to this Contract. Unless a longer retention period is specified by applicable law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date: the Contract is completed or expires; or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract or related documents are resolved. The GLO reserves the right to direct Grantee to retain documents for a longer period of time or transfer certain records to the GLO's custody when the GLO determines the records possess longer-term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

8.04 CONFIDENTIALITY

To the extent permitted by law, including the PIA, Grantee and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Grantee or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Grantee or the GLO; or (c) information that Grantee or the GLO is otherwise required to keep confidential by this Contract. Grantee must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

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8.05 PUBLIC RECORDS

The GLO shall post this Contract to the GLO's website. Grantee understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Grantee believes to be excepted from disclosure as "confidential" or a "trade secret," Grantee waives any and all claims it may make against the GLO for releasing such information without prior notice to Grantee. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Grantee shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Grantee shall forward the third party's contact information to the above-designated e-mail address.

ARTICLE IX – MISCELLANEOUS PROVISIONS

9.01 LEGAL OBLIGATIONS

Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee for the performance of this Contract. Grantee shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall pay all such government obligations not paid by its Subcontractors or Sub-grantees during performance of this Contract. Grantee shall not commence construction of the Project until it has obtained the requisite licenses and/or permits. Grantee shall include copies of such licenses and permits as a part of the Progress Report, as defined in this Contract, for the period during which they are obtained.

9.02 TAXES, WORKERS COMPENSATION, UNEMPLOYMENT INSURANCE

(a) Grantee shall be solely liable and responsible for payment of Grantee's and Grantee's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Grantee shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The GLO and the State of Texas shall not be liable to Grantee or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes, or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.

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(b) To the extent permitted by law, Grantee shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers' compensation in the execution or performance of the Contract. Grantee and the GLO shall furnish timely written notice to each other of any such claim. Grantee shall be liable to pay all costs of defense including attorneys' fees. Grantee shall coordinate its defense with the Office of the Attorney General if the GLO or another Texas state agency is named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the written consent of the Office of the Attorney General.

9.03 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

9.04 ASSIGNMENT, SUBCONTRACTS, SUBAWARD AGREEMENTS, AND PROCUREMENT PROCEDURES

(a) Grantee shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO, and any attempted or purported assignment, transfer, or delegation thereof without such consent shall be null and void. Notwithstanding this provision, it is mutually understood and agreed that Grantee may enter into subcontracts and subaward agreements with others for some or all of the work to be performed. In no event may Grantee delegate or transfer its responsibility for use of the funds under this Contract.

(b) Grantee is responsible for upholding the integrity of the procurement process and must comply with all applicable procurement procedures and standards as required by state law and regulation and TxGMS, including provisions relating to conflict of interest standards and procurement by noncompetitive proposals. In any subaward, Grantee shall require the Sub-grantee to comply with all applicable procurement procedures and standards required by state law or regulation and with TxGMS procurement procedures and standards applicable to a local government grantee, notwithstanding the definition of "local government" in Section 783.003(3) of the Texas Government Code, except that if a Sub-grantee is a nonprofit organization or an institution of higher education, that Sub-grantee may comply with the alternate provisions specific to that type of entity where specified in TxGMS.

(c) In any approved subcontracts or subaward agreements, Grantee shall legally bind any such Subcontractors or Sub-grantees to perform, and make such Subcontractors or Sub-grantees subject to, all applicable duties, requirements, and obligations of Grantee as specified in this Contract and TxGMS, including

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applicable procurement procedures and standards. Nothing in this Contract shall be construed to relieve Grantee of the responsibility for ensuring that Grantee and/or any of its Subcontractors or Sub-grantees complies with all applicable terms and conditions of this Contract and TxGMS. **Grantee must submit a copy of each subcontract and subaward agreement to the GLO within ten (10) business days after execution.**

9.05 RELATIONSHIP OF THE PARTIES

Grantee is associated with the GLO only for the purposes and to the extent specified in this Contract. Grantee is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other party. Grantee shall be solely responsible for, and the GLO shall have no obligation with respect to: withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to State of Texas employees; participation or contributions by the State to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

9.06 COMPLIANCE WITH CMP RULES

If the Project is located within the coastal zone established under Texas Natural Resources Code, Chapter 33, Grantee shall implement the Project in compliance with the CMP Rules and shall ensure that the performance of all Subcontractors and Sub-grantees is in compliance therewith.

9.07 COMPLIANCE WITH OTHER LAWS

In its performance under this Contract, Grantee shall comply with all applicable federal, state, county, and city laws, statutes, ordinances, and regulations. Grantee is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations.

9.08 VETERAN-OWNED HISTORICALLY UNDERUTILIZED BUSINESSES (VETHUBS)

Grantee must notify the GLO of Subcontractors that are qualified VetHUBs performing under this Contract through the submission of a VetHSP to the GLO for approval. During the term of the Contract, Grantee must submit monthly compliance reports (Prime Contractor Progress Assessment Report) to businessassistance@glo.texas.gov detailing any VetHUB Subcontractor participation. Grantee must submit proposed modifications to its VetHSP to the GLO for prior approval through an VetHSP Change Order. Grantee may not modify its VetHSP without the GLO's prior written approval. If Grantee modifies its VetHSP without the GLO's prior written approval, the GLO may initiate remedial action as provided in 34 TAC §§20.281-20.298.

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9.09 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the U.S. mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO:
Texas General Land Office
1700 North Congress Avenue, Mail Code 158
Austin, TX 78701
Attention: Contract Management Department

With a copy to:
Texas General Land Office
1700 North Congress Avenue, Room 330
Austin, TX 78701
Attention: CMP Project Manager

Grantee:
Galveston County
722 Moody Avenue
Galveston, Texas 77550
Attention: County Judge

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

9.10 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought against Grantee under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Grantee irrevocably waives any objection, including any objection to personal jurisdiction, the laying of venue, or based on forum non conveniens, which it has or may have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO, GRANTEE, OR THE STATE OF TEXAS.**

9.11 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

9.12 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Grantee shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise

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to a breach of contract claim nor the pendency of such a claim constitutes grounds for Grantee to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR GRANTEE.**

9.13 INFRINGEMENT

If Grantee becomes aware of an actual or potential claim of infringement of any United States patent, copyright, trade or service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract, or the GLO provides Grantee with notice of such claim, Grantee may (or in the case of an injunction against the GLO, shall), at Grantee's sole option and expense: (i) procure for the GLO the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the GLO's use is non-infringing.

9.14 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either Party, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may, at its sole discretion, terminate this Contract immediately upon written notification to Grantee.

9.15 ENTIRE CONTRACT AND MODIFICATIONS

This Contract and its Attachments constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachments shall be harmonized with this Contract to the extent possible. Unless an Attachment specifically displays a mutual intent to amend part of this Contract, conflicts in language shall be construed consistently with the terms of this Contract. Except as otherwise provided herein, this Contract may only be amended by a mutual, written agreement executed by the Parties' authorized representatives.

9.16 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. If applicable, a resolution, motion or similar action has been duly adopted or passed as an official act of the

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Grantee's governing body, authorizing the filing of the grant application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the application and to provide such additional information as may be required.

9.17 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

9.18 CHILD SUPPORT OBLIGATION

Grantee represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require Sub-grantees and subcontractors to certify accordingly: "Under Section 231.006 of the Texas 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. 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."

9.19 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)

If Grantee is a local government as defined in Chapter 2054 of the Texas Government Code, Grantee represents and warrants its compliance with Section 2063.103 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

9.20 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS

If Grantee is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

9.21 LAW ENFORCEMENT AGENCY GRANT RESTRICTION

If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless Grantee is in compliance with all rules adopted by the Texas Commission on Law Enforcement ("TCOLE"), or TCOLE certifies that it is in the process of achieving compliance with such rules.

9.22 LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT

Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government, as defined in the Texas General Appropriations Act, Article IX, Section 4.04 (2026-2027 Biennium), unless the terms of the grant or contract require that the funds received under the grant or contract

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will be expended subject to the limitations and reporting requirements similar to those provided by the following:

(a) Parts 2, 3 and 5 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;

(b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and

(c) Sections 2113.012 and 2113.101 of the Texas Government Code.

9.23 LOBBYING EXPENDITURE RESTRICTION

Grantee represents and warrants that the GLO's payments to Grantee and Grantee's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

9.24 NO CONFLICTS OF INTEREST

Grantee represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Grantee shall promptly notify the GLO.

9.25 OPEN MEETINGS

If Grantee is a governmental entity, Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

9.26 POLITICAL POLLING PROHIBITION

Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling, except that this prohibition does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

9.27 PUBLIC CAMPING BAN

If Grantee is a local entity as defined in Chapter 364 of the Texas Local Government Code, Grantee certifies that it has not received a final judicial determination finding that it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Section 364.003 of the Texas Local Government Code. If Grantee is currently being sued under the provisions of Section 364.003 of the Local Government Code, or is sued under this section at any point during the duration of this Contract, Grantee must immediately disclose the lawsuit and its current posture to the GLO.

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9.28 REPORTING COMPLIANCE

Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.

9.29 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT

Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

9.30 SUBAWARD AND SUBCONTRACT MONITORING

Grantee represents and warrants that it will monitor the activities of any Sub-grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Grantee represents and warrants that it will monitor the activities of any Subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

9.31 SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Contract relating to the following subjects shall survive the termination of this Contract: definitions; interpretive provisions; project grant; authorized uses of GOMESA funds; state funding; general affirmations; recapture; overpayment; intellectual property; ownership and use; copyright; non-endorsement; grant acknowledgment; publications; signage; books and records; inspection and audit; records retention; confidentiality; public records; indemnification; infringement; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; and entire contract and modifications. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Contract shall so survive.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR GLO CONTRACT NO. 26-056-014-F414

GENERAL LAND OFFICE	GALVESTON COUNTY
_____	_____
Jennifer G. Jones	By: Mark Henry
Chief Clerk and Deputy Land Commissioner	Title: County Judge
Date of execution: _____	Date of execution: _____

OGC Initial BL

PM Initial JM

DIR DS JM

DGC DS MB

GC DS JG

DCC DS

ATTACHMENTS TO THIS CONTRACT:

ATTACHMENT A: **WORK PLAN AND BUDGET**
ATTACHMENT B: **GENERAL AFFIRMATIONS**

ATTACHMENTS FOLLOW

In Process

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Project Name: Gregory Park Access Enhancement ("Project")
Grantee: Galveston County ("Grantee")
Reporting Frequency: Monthly
Contact: Martha Lee

Project Description:

Gregory Park currently lacks adequate infrastructure to comfortably serve the local community and visitors. Because its original purpose was solely for use as an event venue for festivals, no additional public access amenities were added. Now that the festival has moved to a different location, it's the ideal time to create a much-needed accessible park that serves the community and visitors alike. The primary goal is to create a safe, welcoming, and accessible environment for residents and visitors to enjoy the park and conveniently access restroom facilities.

The current baseball field and soccer field are used year-round and there are dozens of people there at a given time with no permanent restroom facility, which poses hygiene and convenience issues, especially during games and community events. Additionally, the absence of accessible sidewalks and a designated parking lot makes the park difficult to navigate for individuals with mobility challenges and creates safety concerns for all users.

The Grantee will use Coastal Management Program (CMP) Cycle 31 Gulf of Mexico Energy Security Act (GOMESA) funds to 1) solicit an engineer to design ADA compliant restroom facility, sidewalks, and a parking lot, 2) solicit an invitation to bid to select a construction contractor, and 3) develop and install signage for the park. Construction will focus on low-impact and sustainable development. The parking area would also serve as access for beach goers and a quick, convenient location for beach goers to utilize the restroom facilities. Upgrading these facilities is essential to ensure that Gregory Park is a safe, inclusive, and welcoming public space for everyone on the Bolivar Peninsula.

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Project Budget:

	GOMESA
Salaries	$0.00
Fringe	$0.00
Travel	$0.00
Supplies	$5,000.00
Equipment	$0.00
Contractual	$765,000.00
Other	$0.00
Subtotal:	**$770,000.00**
Indirect	$0.00
Total:	**$770,000.00**

Special Award Conditions:

1. Grantee must complete this Project as described in the Contract and Work Plan.
2. Grantee must ensure the CMP and GLO logos, including appropriate acknowledgment statement, are printed on education/outreach materials, signs, final reports and/or publications, and other applicable materials.
3. Grantee must coordinate and obtain written approval from the GLO prior to issuing press releases, conducting media events, or otherwise engaging in media related communications for this Project.
4. If cultural materials are encountered during construction or disturbance activities, the Grantee should cease work in the immediate area and contact the Texas Historical Commission's Archeology Division and GLO to consult on further actions that may be necessary to protect the cultural remains. The Grantee may continue construction in areas where no cultural materials are present.
5. If historic properties are encountered during construction activities, the Grantee should cease work in the immediate area and contact the Texas Historical Commission's History Programs Division and GLO to consult on further actions that may be necessary to protect the historic properties. The Grantee may continue construction in areas where no historic properties are present.

Task 1: Solicitation, Engineering Design and Permitting

The Grantee will solicit engineering services through a Request for Qualifications (RFQ) in accordance with state and local standards and award a contract to the selected engineer ("Contractor 1"). Contractor 1 will develop designs for the new restroom facility, sidewalks, and parking lot and obtain all necessary permits for construction. The technical specifications and a complete set of plans will be submitted to the GLO for approval. The Grantee will work with Contractor 1 to develop a construction Request for Proposals (RFP) and solicit bids to select a construction contractor ("Contractor 2").

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Task 1 Deliverables:

1. RFQ to select an Engineer
   Due Date: 7/10/2026
2. Proof of Advertisement
   Due Date: 8/10/2026
3. Tabulation and selection of Engineer
   Due Date: 10/10/2026
4. Executed Contract for Engineering Services (Contractor 1)
   Due Date: 11/10/2026
5. Preliminary Engineering Design Review (with GLO)
   Due Date: 4/10/2027
6. Copies of Permits and Environmental Clearances (if required)
   Due Date: 4/10/2027
7. Final Engineering Design Review (with GLO)
   Due Date: 5/10/2027
8. Construction bid package, including technical specifications, constructions renderings, and Opinion of Probable Costs
   Due Date: 6/10/2027
9. RFP to select a construction contractor and proof of advertisements
   Due Date: 7/10/2027
10. Bid Tabulation and contractor selection
    Due Date: 10/10/2027
11. Award and Execute Construction Contract (Contractor 2)
    Due Date: 11/10/2027

Task 2: Construction

The Grantee will issue a purchase order and NTP (Notice to Proceed) at the pre-construction meeting with Contractor 2. Contractor 2 will build the new restroom facility, including installing the concrete slab, electric service, and plumbing pipes. Contractor 2 will also complete the sidewalks with appropriate drainage and a pervious surface parking lot. The Grantee will erect temporary CMP signage at the site during construction. A Registered Accessibility Specialist must certify the restroom facility and parking lot are compliant with Texas Accessibility Standards (TAS).

Task 2 Deliverables:

1. Copy of Purchase Order and NTP
   Due Date: 12/10/2027
2. Photos of installed temporary CMP signage
   Due Date: 12/10/2027
3. Before, during, and after photos of construction
   Due Date: Ongoing and due on the 10th with monthly report
4. As-built specifications
   Due Date: 2/10/2028
5. TAS Certification
   Due Date: 5/10/2029

In Process

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Task 3: Signage

The Grantee will design and install entry, wayfinding and informational signs focused on the park, local wildlife, and beach access information. The signage will contain a funding acknowledgement statement and appropriate logos. Conceptual designs and draft layout text of signage must be submitted and approved by the GLO prior to installation. The GLO will provide permanent CMP signage, which the Grantee will install onsite following construction.

Task 3 Deliverables:

1. Conceptual design of all signage
   Due Date: 3/10/2029
2. Final design of all signage
   Due Date: 4/10/2029
3. Photos of installed signage
   Due Date: 5/10/2029
4. Photos of installed permanent CMP signage
   Due Date: 5/10/2029

Task 4: Project Monitoring and Reporting

The Grantee will prepare and submit all reports, deliverables, and requests for reimbursement as required in the contract, to CMPReceipts@GLO.TEXAS.GOV. Monthly progress reports are due to CMPReceipts@GLO.TEXAS.GOV on the 10th day of every month. Requests for reimbursement are to be submitted at the same time as the progress reports to CMPReceipts@GLO.TEXAS.GOV, as specified in the contract.

The Grantee will provide a final report that describes the work completed under each task and photos of the completed Project. Grantee will also fill out and submit a GOMESA Performance Measures Report at the end of the Project.

Task 4 Deliverables:

1. Monthly progress reports and requests for reimbursement
   Due Date: Ongoing on the 10th of every month
2. Draft final report
   Due Date: 5/1/2029
3. Final Report
   Due Date: 5/31/2029
4. GOMESA Performance Measures Report
5. **Due Date:** 5/31/2029

Performance Evaluation:

CMP staff will conduct bi-annual performance evaluations of Grantees to examine project progress and adherence to the 3-year completion timeline. Evaluations will be conducted under the following terms.

- 6-Month Evaluation
  - Grantees that did not submit the initial progress report and reimbursement request and do not show progress toward establishing the framework of their project will be identified by the CMP project manager (PM).

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- 1-Year Evaluation
    - If it appears the project is behind or is making insufficient progress, i.e. deliverables and reporting are late, the CMP PM will contact the Grantee via phone or email to revise deliverable due dates and determine a method for getting the project completed within the remaining 2-year timeframe.
- 1.5-Year Evaluation
    - If a project had late reporting or deliverables at the previous two (2) check points, they will be placed on a Performance Improvement Plan (PIP).
        - This will include more frequent check-ins with the CMP PM and a revised deliverable schedule with deliverables broken down into smaller subcomponents.
    - Reimbursement requests will be held for payment until the PIP is in place.
- 2-Year Evaluation
    - Projects not adhering to the PIP and not demonstrating significant efforts to correct compliance issues will be considered for termination and a Notice of Deficiency will be issued to the project's Authorizing Official.
    - Grantees can request a one (1) time extension.
    - Reimbursement requests will be withheld upon all outstanding documents are received.
- 2.5-Year Evaluation
    - Projects with PIPs will be closely examined to ensure the performance plan is being adhered to and the project is on track.
    - If the PIP has been significantly violated, the project may be terminated.
    - Reimbursement requests will be withheld upon all outstanding documents are received.
- 3-Year Evaluation
    - All projects must be complete. Incomplete projects may be terminated.

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GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Grantee affirms and agrees to the following, without exception:

1. Grantee represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Grantee nor the firm, corporation, partnership, or institution represented by Grantee, 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 Grantee.*
2. Grantee shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Grantee 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, but for contracts subject to 2 C.F.R. 200, only to the extent such compliance is consistent with 2 C.F.R. 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Grantee] 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, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. 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. Grantee certifies it has submitted this information to the GLO.*
6. If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2063.408(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Grantee represents and warrants that it complies with the requirements of the state risk and authorization management program and Grantee agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Grantee 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.
8. If the Contract authorizes Grantee to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Grantee certifies that it will comply with the security controls required under this Contract and will maintain

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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records and make them available to the GLO as evidence of Grantee's compliance with the required controls.

9. Grantee 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.
10. Grantee agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Grantee to the State of Texas.
11. Upon request of the GLO, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.
12. 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, Grantee 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 Grantee's submission of its offer to provide consulting services to the GLO or, in the alternative Grantee, 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.*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Grantee 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 OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY GRANTEE.
14. If the Contract is for architecture, engineering, or construction services, then 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, Grantee 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 OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY GRANTEE.
    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Grantee's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Grantee may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Grantee as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Grantee 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.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Grantee 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 Grantee 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 Grantee'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, or, if applicable, the governmental immunity of Grantee. 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 or Grantee. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Grantee 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. Grantee 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 Grantee, 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 Grantee: (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.

15. If Chapter 2271 of the Texas Government Code applies to this Contract, Grantee verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*

16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Grantee understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become

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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.

17. Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Grantee 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.

19. Grantee 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.

20. Pursuant to Section 2155.004(a) of the Texas Government Code, Grantee certifies that neither Grantee nor any person or entity represented by Grantee 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, Grantee 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 Grantee from providing free technical assistance.*

21. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Grantee represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Grantee further represents and warrants that if a former employee of the GLO was employed by Grantee within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Grantee that the employee worked on while employed by the GLO.*

22. 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 any Party.

23. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, GRANTEE, 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,

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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 GRANTEE 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 GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

24. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, GRANTEE, 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 GRANTEE'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO GRANTEE, OR ANY OTHER ENTITY OVER WHICH GRANTEE EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

25. TO THE EXTENT ALLOWED BY LAW, GRANTEE 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 GRANTEE PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY GRANTEE

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OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE CONTRACT. GRANTEE AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, GRANTEE 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 GRANTEE OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

26. Grantee has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.

27. 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, Grantee 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.*

28. 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 Grantee and legally empowered to contractually bind Grantee to the terms and conditions of the Contract and related documents.

29. 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, Grantee 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.*

30. 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

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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. Grantee 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.

31. Grantee 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.

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, Grantee 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, Grantee 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 Grantee 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 shall post this Contract to the GLO's website. Grantee understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Grantee believes to be excepted from disclosure as "confidential" or a "trade secret," Grantee waives any and all claims it may make against the GLO for releasing such information without prior notice to Grantee. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Grantee shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Grantee shall forward the third party's contact information to the above-designated e-mail address.

35. 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. Grantee must report any possible

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fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, https://www.glo.texas.gov.

36. If Grantee, in its performance of the Contract, has access to a state computer system or database, Grantee must complete a cybersecurity training program certified under Texas Government Code Section 2063.104, as selected by the GLO. Grantee must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Grantee must verify in writing to the GLO its completion of the cybersecurity training program.
37. Under Section 2155.0061, Texas Government Code, Grantee 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.*
38. Grantee certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Grantee's business. Grantee acknowledges that such a vaccine or recovery requirement would make Grantee ineligible for a state-funded contract.
39. Pursuant to Government Code Section 2275.0102, Grantee certifies that neither it nor its parent company, nor any affiliate of Grantee or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*
40. If Grantee is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Grantee verifies that Grantee does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Grantee does not make that verification, Grantee must notify the GLO and state why the verification is not required.*
41. If Grantee is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Grantee verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Grantee does not make that verification, Grantee must notify the GLO and state why the verification is not required.*
42. If Grantee is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Grantee will play the United States national anthem at the beginning of each team sporting event held at Grantee's home venue or other venue controlled by Grantee for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Grantee to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Grantee may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*
43. To the extent Section 552.371 of the Texas Government Code applies to Grantee and the Contract, in accordance with Section 552.372 of the Texas Government Code, Grantee must (a) preserve all contracting information related to the Contract in accordance with the records

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retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Grantee's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Grantee's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Grantee agrees that the Contract may be terminated if Grantee knowingly or intentionally fails to comply with a requirement of that subchapter.*

44. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Grantee, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Grantee compiled in connection with its performance under the Contract.*

45. Grantee 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.*

46. Grantee represents and warrants that neither it; any of its holding companies, subsidiaries, or subcontractors; nor any holding companies or subsidiaries of its subcontractors is: (1) listed in Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232); (2) listed in Section 1260H of the National Defense Authorization Act for Fiscal Year 2021 (Pub. L. 116-283); or (3) owned by the government of, or controlled by any governing or regulatory body located in, a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4, and that it shall promptly notify the GLO if circumstances relevant to this provision change during the Contract term. Grantee shall ensure that this provision concerning the representation and warranty is included in any subcontract it awards.

47. If subject to 2 C.F.R. 200.216, Grantee shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain covered telecommunications equipment or services, as described in Public Law 115-232, Section 889, including systems 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.

48. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Grantee uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

49. If subject to 2 C.F.R. 200.217, Grantee shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for lawfully disclosing information that the employee reasonably believes is evidence of gross mismanagement, waste, abuse of authority, a danger to public health or safety, or a violation of law related to a Federal contract or grant. Grantee shall inform its employees in writing of their whistleblower rights and protections under 41 U.S.C. 4712.

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Certificate Of Completion

Envelope Id: 84C1FC8B-78CC-8601-83FE-887DEBA21042
Subject: $770K New Contract: 26-056-014-F414 Galveston County (Texas GLO)
Source Envelope:
Document Pages: 40
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 0
Initials: 6

Status: Sent

Envelope Originator:
Adrianna Segura
1700 Congress Ave
Austin, TX 78701
adrianna.segura@glo.texas.gov
IP Address: 136.226.20.213

Record Tracking

Status: Original
5/11/2026 8:35:46 AM

Holder: Adrianna Segura
adrianna.segura@glo.texas.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Brian Lewis Brian.Lewis@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	Initial Signature Adoption: Pre-selected Style Using IP Address: 136.226.20.104	Sent: 5/12/2026 6:50:25 AM Viewed: 5/12/2026 7:47:44 AM Signed: 5/12/2026 9:39:46 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jessica McKeehan jessica.chappell@glo.texas.gov Security Level: Email, Account Authentication (None)	Initial Signature Adoption: Pre-selected Style Using IP Address: 136.226.14.95	Sent: 5/12/2026 9:39:48 AM Viewed: 5/12/2026 9:52:38 AM Signed: 5/12/2026 9:54:01 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Julie McEntire julie.mcentire@glo.texas.gov Director of Grant Programs Texas General Land Office Security Level: Email, Account Authentication (None)	DS Signature Adoption: Drawn on Device Using IP Address: 136.226.20.100	Sent: 5/12/2026 9:54:04 AM Viewed: 5/12/2026 10:21:51 AM Signed: 5/12/2026 10:22:08 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)	DS Signature Adoption: Pre-selected Style Using IP Address: 136.226.20.202	Sent: 5/12/2026 10:22:13 AM Viewed: 5/12/2026 4:27:17 PM Signed: 5/12/2026 4:28:47 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Not Produced

Signer Events	Signature	Timestamp
Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 136.226.15.45	Sent: 5/12/2026 4:28:50 PM Viewed: 5/12/2026 4:32:23 PM Signed: 5/12/2026 4:32:27 PM
Adrian Piloto adrian.piloto@glo.texas.gov Senior Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 136.226.19.81	Sent: 5/12/2026 4:32:30 PM Viewed: 5/12/2026 4:37:26 PM Signed: 5/12/2026 4:37:44 PM
Mark Henry mark.henry@co.galveston.tx.us County Judge GALVESTON COUNTY Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 5/12/2026 4:37:49 PM Viewed: 5/12/2026 4:38:25 PM
Thao Linh Phan Linh.Phan@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Jennifer G. Jones Jennifer.Jones@glo.texas.gov Security Level: Email, Account Authentication (None) **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
Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	COPIED	Sent: 5/11/2026 8:59:35 AM

In Process

Carbon Copy Events	Status	Timestamp
Not Offered via Docusign		
Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/11/2026 8:59:36 AM
Lance White lance.white@glo.texas.gov Manager, Contracts Management Department Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/11/2026 8:59:37 AM
Adrianna Segura adrianna.segura@glo.texas.gov Contract Specialist IV Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/11/2026 8:59:38 AM
Clay Sebek Clay.Sebek@glo.texas.gov Team Lead, General Contracts, CTCM, CTCD Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/11/2026 8:59:38 AM Resent: 5/12/2026 6:50:23 AM
Angela Sunley angela.sunley@glo.texas.gov Sr. Director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/12/2026 10:22:11 AM
David Green david.green@glo.texas.gov Legal Services Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/12/2026 10:22:12 AM
Martha Lee Martha.Lee@co.galveston.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/12/2026 4:37:48 PM

In Process

Carbon Copy Events	Status	Timestamp
Sarah Bergmann sarah.bergmann@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Vonda White Vonda.White@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Payton Ray payton.ray@glo.texas.gov Security Level: Email, Account Authentication (None) **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	5/11/2026 8:59:39 AM
Envelope Updated	Security Checked	5/12/2026 6:50:23 AM
Envelope Updated	Security Checked	5/12/2026 6:50:23 AM

Payment Events	Status	Timestamps

In Process

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*40.

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

26-116-0522-A
Fleet Management- Request transfer within Fleet Management - Vehicles to Various Spend Categories to increase in parts costs & out-of-warranty aged assets

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/14/26 9:33 am

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 05/22/2026 : BAT-0000669

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000669
Amendment Date 05/22/2026
Description 26-116-0522-A; Request transfer within Fleet Management - Vehicles to Various Spend Categories to increase in parts costs & out-of-warranty aged assets
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	172111 Fleet Management	2301 Road and Bridge Fund		Repair and Maintenance for Equipment - Goods			$140,000.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5911000:Transfers Out - General Fund	921010 Transfers and Reserves	1101 General Fund		Transfer to Road and Bridge			$140,000.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	4911000:Transfers - General Fund	172111 Fleet Management	2301 Road and Bridge Fund	Transfer from General Fund				$0.00	$140,000.00		
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	172111 Fleet Management	2370 Flood Control Fund		Repair and Maintenance for Equipment - Goods			$25,000.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	2370 Flood Control Fund		Budgeted Reserves			$0.00	$50,000.00		
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	172111 Fleet Management	2370 Flood Control Fund		Repair and Maintenance for Equipment - Services			$25,000.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5700000:Capital Outlays	172111 Fleet Management	1101 General Fund		Vehicles			$0.00	$180,000.00		

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	172111 Fleet Management	1101 General Fund		Repair and Maintenance for Equipment - Goods			$40,000.00	$0.00		

BUDGET TRANSFER REQUESTS.pdf

File Name BUDGET TRANSFER REQUESTS.pdf
Content Type application/pdf
Updated By Joselyne Delgado
Upload Date 05/01/2026 09:36:51 AM
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	05/01/2026 09:36:52 AM	05/02/2026	Joselyne Delgado	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	05/01/2026 09:40:40 AM		Rodolfo Gomez (Budget Specialist)	1	Send Back Reason from Rodolfo Gomez: update spend category
Budget Amendment Event	Budget Amendment Event	Submitted	05/01/2026 09:50:47 AM	05/02/2026	Joselyne Delgado	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	05/01/2026 10:14:56 AM		Rodolfo Gomez (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		05/02/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Sent Back	05/08/2026 01:25:11 PM		Lauren Swift (Payroll Accountant)	1	Send Back Reason from Lauren Swift: Send back per Lee to update date to 5/22/26
Budget Amendment Event	Budget Amendment Event	Submitted	05/11/2026 01:21:44 PM	05/02/2026	Joselyne Delgado	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	05/12/2026 08:20:49 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		05/02/2026		0	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	05/12/2026 01:56:07 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	05/12/2026 02:04:38 PM	05/14/2026	Elizabeth Bryant (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	05/13/2026 10:03:47 AM	05/14/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		05/15/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*41.

722 Moody
County Courthouse
Galveston, TX 77550
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26-117-0522-B
Emergency Management- Request transfer from within Emergency Management - Marketing and Advertising to Cloud Subscription Services to fund OEM software services.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/14/26 9:39 am

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 05/22/2026 : BAT-0000670

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000670
Amendment Date 05/22/2026
Description Transfer of funds to purchase EM1 AI platform
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5414000:Accounting and Auditing Services	291010 Emergency Management	1101 General Fund		Cloud Subscription Services			$3,000.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5493000:Advertising and Legal Notices	291010 Emergency Management	1101 General Fund		Marketing and Advertising			$0.00	$3,000.00		

EM1 Technologies for Galveston County Quote.pdf

File Name EM1 Technologies for Galveston County Quote.pdf
Content Type application/pdf
Updated By Jesse Ryholt
Upload Date 05/04/2026 10:36:57 AM
Comment

EM1 Technologies for Galveston County Quote.pdf

File Name EM1 Technologies for Galveston County Quote.pdf
Content Type application/pdf
Updated By Jesse Ryholt
Upload Date 05/04/2026 10:36:57 AM
Comment EM1 Quote

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	05/04/2026 10:36:58 AM	05/05/2026	Jesse Ryholt	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Budget Specialist	Sent Back	05/05/2026 08:31:58 AM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Ledger account change discussed via Teams. Thank you!
Budget Amendment Event	Budget Amendment Event	Submitted	05/05/2026 10:03:13 AM	05/05/2026	Jesse Ryholt	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	05/08/2026 09:41:03 AM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Change amendment date to 05/22. Thank you!
Budget Amendment Event	Budget Amendment Event	Submitted	05/11/2026 08:05:28 AM	05/05/2026	Jesse Ryholt	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	05/11/2026 08:21:57 AM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Date change
Budget Amendment Event	Budget Amendment Event	Submitted	05/11/2026 08:33:10 AM	05/05/2026	Jesse Ryholt	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	05/12/2026 08:28:15 AM		Lee Clemmer (Budget Specialist)	1	Lee Clemmer: 26-117-0522-B; Request transfer from within Emergency Management - Marketing and Advertising to Cloud Subscription Services to fund OEM software services.
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		05/05/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	05/12/2026 01:48:40 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	05/12/2026 02:45:48 PM	05/14/2026	Jesse Ryholt (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	05/12/2026 09:29:48 PM	05/14/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		05/14/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*42.

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26-118-0522-C
Sheriff's Office - Request transfer from General Fund - Budgeted Reserves to Sheriff Administration - Software Licensing to fund FY25 PO's that were closed without payment

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/14/26 9:44 am

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 05/22/2026 : BAT-0000673

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY26 Amended Budget
Plan	FY26 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000673
Amendment Date	05/22/2026
Description	Budget Transfer for P.O.'s (4387 and 6710) closed without payment from FY 25'
Amendment Type	Budget Transfer
Balanced Amendment	Yes
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5419000:Other Professional Services	211101 Sheriff Administration	1101 General Fund		Software Licensing			$25,576.04	$0.00		
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$25,576.04	Closed P.O. 4387 and 6710 from FY 25'	

Invoice for Galveston County Sheriff's Office (TX) - INV-139874 - 2025-07-08 (1) (1).pdf

File Name	Invoice for Galveston County Sheriff's Office (TX) - INV-139874 - 2025-07-08 (1) (1).pdf
Content Type	application/pdf
Updated By	Clayton Pope
Upload Date	05/08/2026 10:57:37 AM
Comment	

Invoice for Galveston County Sheriff's Office (TX) - INV-146630 - 2025-10-15 (3).pdf

File Name	Invoice for Galveston County Sheriff's Office (TX) - INV-146630 - 2025-10-15 (3).pdf
Content Type	application/pdf
Updated By	Clayton Pope
Upload Date	05/08/2026 10:57:37 AM
Comment	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	05/08/2026 10:57:38 AM	05/09/2026	Clayton Pope	1	Clayton Pope: Budget transfer due to PO-0004387 and PO-0006710 from FY 25' that were closed without payment
Budget Amendment Event	Approval by Budget Specialist	Approved	05/12/2026 08:18:41 AM		Joselyne Delgado (Budget Specialist)	1	Joselyne Delgado: 26-118-0522-C; Request transfer from General Fund - Budgeted Reserves to Sheriff Administration - Software Licensing to fund FY25 PO's that were closed without payment
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		05/09/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	05/12/2026 01:51:42 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	05/12/2026 03:02:10 PM	05/14/2026	Clayton Pope (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	05/12/2026 09:30:52 PM	05/14/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		05/14/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*43.

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26-119-0522-D
Information Technology- Request Transfer within IT - Technology Hardware to Extraordinary Supplies to fund mobile audio/video recording supplies for meetings, presentations, training sessions, and field operations

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/14/26 11:52 am

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*44.

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

26-120-0522-E
Professional Services- Consideration of approval of personnel adjustment for Professional Services reclassification & title change

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/14/26 10:06 am

Department Name:	Fund Cost Center:
Professional Services	1101151400

Current Position Title	PSN	Current Salary	Requested Position Title	New Salary	Change in Salary	Comment
Senior Budget Analyst (G-120)	P100078	$64,530.00	Budget Analyst II (G-119)	$64,530.00	$0.00	Reclassification
Administrative Assistant II (G-109)	1514000017	$45,861.00	Operating Coordinator (G-109)	$45,861.00	$0.00	Title Change
		$ 110,391.00		$ 110,391.00	$ -	

Start Date	5/21/2026
End of Fiscal Year	9/30/2026
Net Work Days	95

Object Code Name	Object Code Account	FY26 Prorated Amounts
Salary	5100000	-
County Paid Health Ins Premium	5151000	-
Medicare FICA Payments	5152000	-
TCDRS	5153000	-
Worker's Compensation	5156000	-
Alternate Plan	5154000	-
Unemployment	5155000	-
FY 2026 Fiscal Impact		-

FY 2027 Fiscal Impact
-

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*45.

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26-121-0522-F
General Government- Request transfer from General Fund - Budgeted Reserves to Self Insurance - Settlement Claim to correct prior transfers for the settlement agreement

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/14/26 10:03 am