GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
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

Monday, May 11, 2026 **9:30 AM** **Galveston County Courthouse**

REGULAR MEETING

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

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

Call to Order

Invocation and Pledge of Allegiance

Public Comment

Consent Agenda

Submitted by the Auditor's Office:

***1.** Approval of the accounts payable checks dated 5/11/2026

***2.** Order for payroll ending 5/6/2026 bi-weekly #10

***3.** Order for supplemental payroll period ending 5/6/2026 bi-weekly #10

***4.** Early check release dated 4/17/2026 to Texas Association of Counties, check number AP00486544

***5.** Early check release dated 4/17/2026 to JP Morgan Chase, EFT-0057715

***6.** Early check release dated 4/20/2026 to Texas Association of Counties, check number AP00486545

***7.** Internal audit report of the cash count and inventory of assets of the Galveston County Senior Services Division dated 4/16/2026

***8.** Internal audit report of the District Clerk's Registry and Trust Audit for period of 3/1/2025 - 2/28/2026 with response letter from Daniel Betancourt, Chief Deputy Galveston County, dated 4/15/2026

***9.** Quarterly audit report for the Court Collections Office for period of 1/1/2026 - 3/31/2026

***10.** Request transfer from Limited Tax Flood Control Bonds Series 2026 Fund to Limited Tax Flood Control Bonds Series 2017 Fund for Dickinson Bayou De-Snag Project to fund project expenses

***11.** Request transfer within County Capital Projects Fund for Moody Courthouse Renovation Project to cover expenses related to services

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

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

***14.** Receive and file FY2026 Second Quarter Investments Report submitted by Professional Services

***15.** Receive and file the comprehensive inspection report and certificate issued by the Texas Commission on Jail Standards submitted by the Galveston County Sheriff's Office

***16.** Receive and file changes made to Galveston County's space allocation plan at the Old Moody Courthouse and Popovich building submitted by Facilities

***17.** Consideration of resolution recognizing the Hitchcock High School Lady Bulldogs Basketball Team State Championship submitted by Commissioner, Precinct 2

***18.** Consideration of approval of nomination(s) to the Gulf Coast Workforce Board submitted by Commissioner, Precinct 3

***19.** Receive and file Summary of Biweekly Personnel Movements pay period #09, April 09 - April 22, 2026, submitted by Human Resources

***20.** Consideration of approval of granting a reduction of a permit fee (Facility Permitting Policy, Section 5.1.2 and 5.1.3) for the Dickinson Optimist Club, for use of Paul Hopkins Park Pavilion for their annual "Little Buddy Fishing Tournament" Saturday, June 27, 2026 and the last Saturday in June 2027 & 2028, presented by the Parks & Cultural Services Department

***21.** Consideration of accepting a donation of 10 Live Oak trees to be planted at Walter Hall Park, from Trees For Houston, submitted by Parks and Cultural Services Department

***22.** Consideration of an Agreement for the Donation of Certain Improvements between Houston Audubon Society and Galveston County submitted by Legal Services Manager

***23.** Consideration of a Resolution of award and execution of a Lease with Bolivar Peninsula Chamber of Commerce for an office approximately 400 square feet in size located at the Joe Faggard Building, 1750 S.H. 87, Bolivar, Texas, submitted by Legal Services Manager

***24.** Consideration of a Resolution of award and execution of a Lease with Bolivar Peninsula AARP Chapter 1591 regarding activities and services to be provided at the Joe Faggard Building located at 1750 SH 87, Bolivar, Texas, submitted by Legal Services Manager

***25.** Consideration for authorization for the County Judge to Canvass the State Senate District 4 election from May 2, 2026, submitted by the County Clerk

***26.** Consideration for authorization for the County Judge to approve the Early Voting and Election Day locations for the Primary Runoff Election May 26, 2026, submitted by the County Clerk

***27.** Consideration for authorization to extend the contract for RFP #B242013, Employee Support Program submitted by the Purchasing Agent

***28.** Consideration for authorization to extend the contract for RFP #B222024, Debris Monitoring & Recovery Services submitted by the Purchasing Agent

***29.** Consideration for authorization to extend the contract for ITB 25-056 Malathion Insecticide submitted by the Purchasing Agent

***30.** Consideration for authorization to extend the contract for ITB 25-048 Altosid Liquid Larvicide 5% & 20% submitted by the Purchasing Agent

***31.** Consideration for authorization to extend the contract for ITB 24-007, Altosid Pellets (IGR) submitted by the Purchasing Agent

***32.** Consideration for authorization to extend the contract for RFP 24-011 Nuisance Abatement Services submitted by the Purchasing Agent

***33.** Consideration for authorization to grant a sole source exemption to purchase a Rook Tactical Vehicle on behalf of the Galveston County Sheriff's Office submitted by the Purchasing Agent

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

***35.** Consideration for the County Judge to sign a subscriber agreement with TransUnion Risk and Data Solutions Inc. submitted by the Sheriff's Office

***36.** Consideration of extension of the incident management agreement with RBEX Inc. submitted by Legal Services Manager

***37.** Consideration of accepting a donation for housing accommodations with an estimated value of $500.00 per night from multiple property owners of Bolivar Peninsula for occupancy by the Galveston County Sheriff's Office for May 14, 2026, through May 18, 2026, submitted by the Sheriff's Office

***38.** Consideration of a release agreement with Karee Karim for the settlement of a personal property claim loss submitted by Legal Services Manager

***39.** Consideration of authorization for County Judge to sign interlocal agreement with the City of Texas City to partially fund improvements to city streets within the city limits of Texas City, Texas submitted by the County Engineer

***40.** Consideration of approval of application from NEP TEX #3 LLC for a partial replat of San Leon Farm Home Tracts subdivision submitted by Platting & Right-of-Way

***41.** Consideration of an agreement for engineering and surveying services with Huitt-Zollars resulting from RFQ 25-055 Texas Community Development Block Grant Fund Program -High Island Waterline Project submitted by Legal Services Manager

***42.** Consideration of ratification of the submission of the FY 2026 UASI M&A grant application to the Office of the Governor, Public Safety Office, as submitted by Grants Administration.

***43.** Consideration of ratification of the submission of the FY 2026 UASI Community Preparedness grant application to the Office of the Governor, Public Safety Office, as submitted by Grants Administration.

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

***45.** Consideration of authorization of Start Up Documents for the Texas General Land Office Community Development Block Grant, Regional Mitigation Program- Method of Distribution submitted by Grants Administration

***46.** Consideration of ratification of the FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) submitted to the U.S. Department of Justice submitted by Grants Administration

***47.** Consideration of authorization for County Judge to sign the supporting resolution for Texas Indigent Defense Commission (TIDC) grant application for the FY27 Indigent Defense Improvement Grant on behalf of the Mental Health Public Defender's Office, as submitted by Grants Administration

***48.** Receive and file Environmental Review Confirmation Letters for Texas Department of Agriculture Community Development Block Grant, CDV25-0224, High Island Waterline Improvements submitted by Grants Administration

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

***49.** 26-109-0511-A
General Government- Request transfer from General Fund - Budgeted Reserves to General Government - Settlement Claims to fund settlement payment

***50.** 26-111-0511-C
Emergency Management- Request transfer from General Fund - Budgeted Reserves to Emergency Management - Extraordinary Supplies to fund the purchase of a cooking unit

***51.** 26-112-0511-D
Engineering- Request transfer from General Fund - Budgeted Reserves & within County Engineer - Various Spend Categories to Software Licensing to fund renewed software

***52.** 26-113-0511-E
District Attorney- Request transfer from General Fund - Budgeted Reserves to District Attorney - Expert Witnesses to fund trial experts

***53.** 26-114-0511-F
Professional Services- Request transfer within Unemployment fund - Unemployment Compensation to Unemployment Compensation Premium to correct ledger/spend category and increase budget to fund TAC Unemployment

Action Agenda

Purchasing

54. Consideration to award ITB 26-088 Lightweight Aggregate Road Materials

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.

***

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*1.

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

Approval of the accounts payable checks dated 5/11/2026

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 2:16 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*2.

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

Order for payroll ending 5/6/2026 bi-weekly #10

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 1:56 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*3.

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

Order for supplemental payroll period ending 5/6/2026 bi-weekly #10

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 2:28 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*4.

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

Early check release dated 4/17/2026 to Texas Association of Counties, check number AP00486544

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 6:06 pm

Galveston County
Request for Early Release of Check

Why do you need the early release? The TAC check was due on 04/10/26, invoice was received on 04/10/26.

Early Release Date Needed 04/13/26 Check Amount $ 20,068.42

Vendor Name Texas Association of Counties

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

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

Department Name Auditor's Office

Disposition [x] Mail [ ] Pickup

Approved by County Auditor Sergio Cruz (signed) 04/13/2026 (date)

Approved by County Judge Mark Henry (signed) 04/13/2026 (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: AP00486544 Check Date: 04/17/2026 Release Date: 04/17/2026

TEXAS ASSOCIATION OF COUNTIES

1-800-456-5974

UNEMPLOYMENT FUND
CONTRIBUTION WORKSHEET

Galveston County
Ms. Donna Green
722 21st St
Galveston, Texas 77550

Phone: 409-770-5427
Fax:

Entity: 840
Quarter Ending: 03/31/2026
2026 Rate: 0.0009
Reference No.: D-2026-2-0840

Person completing this form:
Karla Gutierrez

Exclude elected officials from all parts of the Unemployment Report. Include election workers who have earned $1,000 or more for the year. Include part-time, temporary, and extra season workers. Two part-time workers equal one full-time employee. Also include any supplemental wages you may pay to state employees (example: extension agent). If you have any questions, call us at the Texas Association of Counties office, 1-800-456-5974, or Equifax Workforce Solution at 1-614-658-3023.

A. Number of full-time employees: 1316, 1326, 1334.
(1st month) (2nd month) (3rd month)

B. Enter Gross Wage total paid this quarter to all covered employees for services during the quarter, with no limits: $22,298,254.60

(Rate) 0.0009 Times (Gross Wages) 20,068.42 = $
(Contribution)
($25 minimum)

Mail this completed UF-1 report and your check for required contribution, to be received no later than April 10, 2026*, to:

Texas Association of Counties
Unemployment Fund
P.O. Box 487
San Antonio, Texas 78292-0487

Please complete the following UF forms and fax them to Steve Blair at 1-866-512-7267 or send them in a secured email to TAC@equifax.com:

1) TAC UF-1 Contribution Worksheet (this page)
2) TAC UF-2 Governmental Function form
3) TAC UF-3 Wage List

Do not send theUF-2 or the UF-3 wage report to the P.O. Box.

***Reports or contributions postmarked after the 10th day of a new quarter shall be subject to a late penalty. The penalty will be that portion of any assessed TWC fine attributable to Fund Member's late reporting up to $10,000. If it is necessary to wait for the commissioners' court to approve the check, please send the UF 1, 2 and 3 forms in on time without the check.**

Find Payments - County Auditor Voucher Warrants Report

Settlement Run Number: SR-0000366
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	TEXAS ASSOCIATION OF COUNTIES UNEMPLOYMENT	04/17/2026	Check	SR-0000366	486544	20,068.42
						20,068.42

GALVESTON COUNTY, TEXAS

List of County Auditor's Approved Claims for Voucher Warrants Dated 04/17/2026

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 4/17/2026 to JP Morgan Chase, EFT-0057715

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 5:21 pm

Galveston County
Request for Early Release of Check

Why do you need the early release? We were waiting on some P-Card loading errors in Workday to be resolved. Payment for the April 2026 P-Card statement is due by 04/20/26.

Early Release Date Needed 04/17/2026 Check Amount $ 249,084.19

Vendor Name JP Morgan Chase

Requested by (Employee) Taylor Lee (print name) X5308 (Ext.) Taylor Lee (signed)

Approved by (Department Head) Sergio Cruz (print name) X5398 (Ext.) Sergio Cruz (signed)

Department Name Auditor's Office

Disposition [ ] Mail [X] EFT

Approved by County Auditor Sergio Cruz (signed) 04/17/2026 (date)

Approved by County Judge Mark Henry (signed) 04/20/2026 (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: EFT-0057715 Check Date: 04/17/26 Release Date: 04/20/26

J.P.Morgan

JPMORGAN CHASE BANK NA
PO BOX 15918
MAIL SUITE DE1-1404
WILMINGTON DE 19850

ACCOUNT NUMBER	[redacted] 1792
PAYMENT DUE DATE	04/20/2026
AMOUNT DUE	$249,084.19
CURRENT BALANCE	$249,084.19

Remit To: JPMORGAN CHASE BANK NA
P.O. BOX 4475
CAROL STREAM, IL 60197-4475

AMOUNT ENCLOSED $

GALVESTON COUNTY
TAMMY DICKEY
722 MOODY 21ST STREET
5TH FLOOR
GALVESTON TX 77550-2318

**NM0000019

[redacted]

PLEASE TEAR PAYMENT COUPON AT PERFORATION

STATEMENT MESSAGES

COMMERCIAL ACCOUNT SUMMARY

ORGANIZATION NAME: GALVESTON COUNTY

ACCOUNT NUMBER: [redacted] 1792

CLOSING DATE	04-06-26
CREDIT LIMIT	600,000
AVAILABLE CREDIT	350,916

FOR CUSTOMER SERVICE CALL:
1-800-890-0669

FOR TTY/TDD SERVICE CALL:
1-800-955-8060

SEND BILLING INQUIRIES TO:

JPMORGAN CHASE BANK NA
COMMERCIAL CARD SOLUTIONS
P.O. BOX 2015
MAIL SUITE IL1-6225
ELGIN, IL 60121

PREVIOUS BALANCE	217,459.59
PURCHASES AND OTHER CHARGES	253,493.42
CASH ADVANCES	.00
CREDITS	4,409.23
PAYMENTS	217,459.59-
LATE PAYMENT CHARGES	.00
CASH ADVANCE FEE	.00
FINANCE CHARGES	.00
NEW BALANCE	**249,084.19**
TOTAL PAYMENT DUE	249,084.19
DISPUTED AMOUNT	.00

Find Payments - County Auditor Voucher Warrants Report

Settlement Run Number: SR-0000361
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
Procurement Card Payment	Galveston PCard	04/17/2026	EFT	SR-0000361	EFT-0057715	249,084.19
						249,084.19

GALVESTON COUNTY, TEXAS

List of County Auditor's Approved Claims for Voucher Warrants Dated 04/17/2026

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

Early check release dated 4/20/2026 to Texas Association of Counties, check number AP00486545

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 6:10 pm

Galveston County
Request for Early Release of Check

Why do you need the early release? The CY26 TAC Reserves payment due.

Early Release Date Needed 04/20/26 Check Amount $ 145,816.48

Vendor Name Texas Association of Counties

Requested by (Employee) Donna Green (print name) X5427 (Ext.) Donna Green (signed)

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

Department Name Auditor's Office

Disposition [x] Mail [ ] Pickup

Approved by County Auditor Sergio Cruz (signed) 04/17/2026 (date)

Approved by County Judge Mark Henry (signed) 04/20/2026 (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: AP00486545 Check Date: 04/20/2026 Release Date: 04/20/2026

Find Payments - County Auditor Voucher Warrants Report

Company: The County of Galveston
Settlement Run Number: SR-0000368
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	TEXAS ASSOCIATION OF COUNTIES UNEMPLOYMENT	04/20/2026	Check	SR-0000368	486545	145,816.58
						145,816.58

GALVESTON COUNTY, TEXAS

List of County Auditor's Approved Claims for Voucher Warrants Dated 04/20/2026

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
*7.

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

Internal audit report of the cash count and inventory of assets of the Galveston County Senior Services Division dated 4/16/2026

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 4:46 pm

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 11, 2026

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

Honorable Mark A. and Members of the Court:

Attached to be received and filed is the internal audit report of the cash count and inventory of assets of the Galveston County Senior Services Division.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

cc: Martha Lee, Director of Department of Parks and Cultural Services

Attachments: Senior Services Division 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**

To: Martha Lee
Director, Department of Parks and Cultural Services

From: Lisa McCabe
Internal Auditor

Date: April 17, 2026

Re: Senior Services Division Cash Count and Assets Inventory

Cash Count

A cash count of Senior Services Division was conducted on April 16, 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.

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

Inventory

An asset inventory of Senior Services Division was conducted on April 16,2026. The objective of the inventory was to provide reasonable assurance that Galveston County fixed assets assigned to the office of Senor Services Division 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 Martha Lee and her staff for their cooperation and assistance.

cc: Sergio Cruz, County Auditor
Christie, Motogbe, CPA, First Assistant County Auditor

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*8.

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

Internal audit report of the District Clerk's Registry and Trust Audit for period of 3/1/2025 - 2/28/2026 with response letter from Daniel Betancourt, Chief Deputy Galveston County, dated 4/15/2026

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 4:50 pm

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 11, 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 District Clerk's Registry and Trust Audit that covered the period March 1, 2025 through February 28, 2026. Also attached is the response letter from Daniel Betancourt, Chief Deputy Galveston County, dated April 15, 2026.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

cc: Honorable John D. Kinard
Daniel Betancourt, Chief Deputy Galveston County

Attachment: District Clerk's Registry & Trust Audit Report
Response Letter, Daniel Betancourt, Chief Deputy Galveston County

District Clerk's Registry and Trust Audit

April 2, 2026

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

Galveston County
Internal Audit Division

Sergio Cruz
County Auditor

Executive Summary

Reliability and Integrity of Information (page 3)

- Internal controls for daily operations are sufficient to ensure proper separation of duties.
- No material discrepancies were found regarding CD investment account balances.

Safeguarding of Assets (page 4)

- Physical security over assets (collections) is adequate.
- The District Clerk's Office submits properly prepared and adequately supported bank reconciliations to the Auditor's Office in a timely manner.

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

- No material discrepancies were found regarding court orders and the invested or un-invested funds in the registry.
- All disbursements tested from interest-bearing accounts were in compliance with LGC §117.054 County Expense Paid From Interest.
- Disbursements tested from non-interest-bearing accounts were in compliance with LGC §117.055 County Expenses Paid From Fees.
- No material discrepancies were noted in the testing of cases tested for compliance with TC §34.03 Distribution of Excess Proceeds.
- The office is in compliance when escheating funds in accordance with LGC §117.002 Transfer of Unclaimed Funds to Comptroller.

Introduction

The Internal Audit Division conducted an internal audit of the District Clerk's Registry and Trust Accounts, in accordance with Local Government Code (LGC) §115. The internal audit covered the period March 1, 2025 through February 28, 2026. The audit was performed from March 2, 2026 through April 2, 2026.

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

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

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

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

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

Cynthia Hicks, Internal Auditor, performed the audit.

Reliability and Integrity of Information

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

Separation of Duties

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

The office has procedures in place to separate custody of assets from recording and authorization functions. Check writing procedures ensure check preparers do not retain custody of checks after being signed by management. A non-check writing employee distributes signed checks to recipients.

Check writing and approval authority within Odyssey is governed by access rights controlled by the District Clerk. Checks are printed by a laser printer and signed by administrative supervisors.

The office has an effective separation of duties.

Certificate of Deposits (CDs)

The District Clerk is responsible for maintaining and managing the trust accounts in accordance with orders from District Courts.

Odyssey, the court management system, does not have the capability to calculate accrued interest for the investment accounts. The office's policy is to record interest in Odyssey according to bank statements sent to the office each period. Each trust account's period is dependent on the CD contract with the bank: monthly, quarterly or at maturity date.

Of the sample tested, no material exceptions were found comparing the funds invested in CDs on the behalf of minors, according to the amounts on the court orders. No material exceptions were found in the CD values, according to the terms of the CD contract. No material discrepancies were found regarding the interest earned on the CDs, entered into Odyssey.

Safeguarding of Assets

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

Physical Security

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

Controls are in place to ensure staff uses lockable cabinet drawers and a safe to secure the financial assets in the office.

Management of Assets

Properly prepared and adequately supported bank reconciliations are one of the best methods of cash management available to any official. The reconciliation process identifies any discrepancies in the registry and trust accounts and assists in preventing the misuse of funds. The District Clerk's Office submits bank reconciliations to the Auditor's Office each month for the Registry Interest, Civil Non-Interest and Child Support Accounts. As part of the internal audit testing, the auditor performed proper four-column bank reconciliations for each bank account.

The District Clerk's Office submits properly prepared and adequately supported bank reconciliations to the Auditor's Office in a timely manner.

Compliance with Statutes, Policies and Procedures

As part of the audit, the auditor evaluated the adequacy and effectiveness of internal controls in responding to risks within the District Clerk's operations and governance regarding compliance with laws, regulations and contracts.

Compliance with Court Orders

All funds placed into the district court registry (invested and un-invested) are court order driven. The auditor tested a sample of invested and un-invested funds to verify the deposits into the registry were made in accordance with the court orders.

No material exceptions were noted.

LGC §117.054 County Expenses Paid From Interest

LGC §117.054 states "(a) If a special or separate account earns interest, the clerk, at the time of withdrawal, shall pay in a manner directed by a court with proper jurisdiction the original amount deposited into the registry of the court and any interest credited to the account in the manner calculated in Subsection (b). (b) The interest earned on a special account or a separate account shall be paid in the following amounts: (1) 10% of the interest shall be paid to the general fund of the county to compensate the county for the accounting and administrative expenses of maintaining the account; and (2) 90% of the interest shall be credited to the special or separate account." Attorney General Letter Opinion No. 98-106 further reiterates the state's position that 10% of interest accrued belongs to the county upon withdrawal.

Disbursements tested from interest-bearing accounts had corresponding court orders signed by the judge authorizing both a release of the account owner's money and an administrative fee made payable to the county for services rendered.

LGC §117.055 County Expenses Paid From Fees

LGC §117.055 states "(a) To compensate the county for the accounting and administrative expenses incurred in handling the registry funds that have not earned interest, including funds in a special or separate account, the clerk shall, at the time of withdrawal, deduct from the amount of the withdrawal a fee in an amount equal to five percent of the withdrawal but that may not exceed $50. Withdrawal of funds generated from a case arising under the Family Code is exempt from the fee deduction provided by this section."

All disbursements tested from non-interest-bearing accounts had corresponding court orders signed by the judge authorizing a release of funds and had a five percent deduction (not exceeding $50) made payable to the county for rendering services when applicable.

Compliance with Statutes, Policies and Procedures (cont.)

Tax Code (TC) §34.03 Distribution of Excess Proceeds

TC §34.03 states "(a) The clerk of the court shall: (1) if the amount of excess proceeds is more than $25, before the 31st day after the date the excess proceeds are received by the clerk, send by a delivery method described by Rule 21a, Texas Rules of Civil Procedure a written notice to the former owner of the property, at the former owner's last known address according to the records of the court or any other source reasonably available to the court, that: (A) states the amount of the excess proceeds; (B) informs the former owner of that owner's rights to claim the excess proceeds under Section 34.04; and (C) includes a copy or the complete text of this section and Section 34.04; and (2) regardless of the amount, keep the excess proceeds paid into court as provided by Section 34.02(d) for a period of two years after the date of the sale unless otherwise ordered by the court. (b) If no claimant establishes entitlement to the proceeds within the period provided by Subsection (a), the clerk shall distribute the excess proceeds to each taxing unit participating in the sale in an amount equal to the proportion its taxes, penalties, and interests bear to the total amount of taxes, penalties, and interest due all participants in the sale. (c) The clerk shall note on the execution docket in each case the amount of the excess proceeds, the date they were received, and the date they were transmitted to the taxing units participating in the sale. Any local government record data may be stored electronically in addition to or instead of source documents in paper or other media. (d) The clerk may deduct from the amount of the excess proceeds the cost of postage for sending to the former owner of the property a notice under Subsection (a)(1)."

No material exceptions were found in the testing of excess proceeds cases.

LGC §117.002 Transfer of Unclaimed Funds to Comptroller

LGC §117.002 states "Any funds deposited under this chapter, except cash bail bonds, that are presumed abandoned under Chapter 72, 73, or 75, Property Code, shall be reported and delivered by the county or district clerk to the comptroller without further action by any court. The dormancy period for funds deposited under this chapter begins on the later of:
(1) the date of entry of final judgment or order of dismissal in the action in which the funds were deposited; (2) the 18th birthday of the minor for whom the funds were deposited; or (3) a reasonable date established by rule by the comptroller to promote the public interest in disposing of unclaimed funds."

The office is in compliance when escheating funds in accordance with LGC §117.002 Transfer of Unclaimed Funds to Comptroller.

COUNTY of GALVESTON
District Clerk
JOHN D. KINARD

April 15, 2026

Mr. Sergio Cruz
Galveston County Auditor
722 Moody 4th Floor
Galveston, TX 77550

RE: District Clerk Response to the FY2026 District Clerks internal Registry & Trust Audit

Dear Mr. Cruz:

Our office has received and reviewed the FY2026 District Clerks Registry & Trust Audit Report that covered March 1, 2025 through February 28, 2026. We concur with the report District Clerk Registry & Trust:

Thank you in advance for your attention to this matter. Please do not hesitate to contact me if you have any questions, or if you are in need of any additional information.

Sincerely,

Daniel Betancourt
Chief Deputy Galveston County

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*9.

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

Quarterly audit report for the Court Collections Office for period of 1/1/2026 - 3/31/2026

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 5:10 pm

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 11, 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 Quarterly Audit Report for the Court Collections Office. The audit covered the period from January 2026 through March 2026.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

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

Attachment: Quarterly Audit Report, Court Collections Office

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 7, 2026

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

Mr. Johnson:

The Galveston County Auditor's Office has examined the Private Collection, Parks and Wildlife and OMNI purchase orders submitted by the Court Collections Office for the months of January 2026 through March 2026.

Private Collection Fees

The collection contract between Galveston County and Perdue, Brandon, Field, Collins & Mott states the county shall pay the firm by the 20th day of each month all compensation earned by the firm for the previous month. County policy requires the office to submit a purchase request by the 5th day of the following month. Once a PO is issued, adequate forms and support documentation shall be submitted to Accounts Payable. It is the responsibility of the office to monitor the status of the purchase orders to verify payment is made.

The office is in compliance with the contract terms and county policy.

Parks and Wildlife Fees

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

The office is in compliance with PAW §31.128 and county policy.

OMNI Fees

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

The office is in compliance with Transportation Code §706 and county policy.

This report will be submitted to Commissioners Court on May 11, 2026. Please contact Lori McWhirter, Internal Audit Manager, if you have any questions or comments regarding this report.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*10.

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

Request transfer from Limited Tax Flood Control Bonds Series 2026 Fund to Limited Tax Flood Control Bonds Series 2017 Fund for Dickinson Bayou De-Snag Project to fund project expenses

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/4/26 12:10 pm

View Budget Amendment: Budget Amendment: - Project LTD Budget on 04/27/2026 : BAT-0000615

Company The County of Galveston
Plan Template Project LTD Budget : De-Snag Dickinson Bayou: SH3 to FM517 Budget
Plan De-Snag Dickinson Bayou: SH3 to FM517 Budget
Organizing Dimension Type
Amendment ID BAT-0000615
Amendment Date 04/27/2026
Description To change fund used for Project, per professional services request-CC 4.27 Dickinson Bayou De-snag Project
Amendment Type Project Budget Amendment
Balanced Amendment Yes
Entry Type Project
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
10/29/2025 - 09/30/2027 (De-Snag Dickinson Bayou: SH3 to FM517 Budget)	4911000:Transfers - General Fund	296190 Flood by Engineering	3374 Limited Tax Flood Control Bonds Series 2026		Transfer from General Fund	De-Snag Dickinson Bayou: SH3 to FM517	$750,000.00	$0.00	1	750,000.00	0.00	USD	To change fund used for Project, per professional services request-CC 4.27 Dickinson Bayou De-snag Project	
10/29/2025 - 09/30/2027 (De-Snag Dickinson Bayou: SH3 to FM517 Budget)	5481000:Miscellaneous Contract Services	296190 Flood by Engineering	3374 Limited Tax Flood Control Bonds Series 2026	Other Contract Services		De-Snag Dickinson Bayou: SH3 to FM517	$0.00	$750,000.00	1	0.00	750,000.00	USD	To change fund used for Project, per professional services request-CC 4.27 Dickinson Bayou De-snag Project	
10/29/2025 - 09/30/2027 (De-Snag Dickinson Bayou: SH3 to FM517 Budget)	4911000:Transfers - General Fund	296190 Flood by Engineering	3015 Limited Tax Flood Control Bonds Series 2017 Fund		Transfer from General Fund	De-Snag Dickinson Bayou: SH3 to FM517	$0.00	$750,000.00	1	0.00	750,000.00	USD	To change fund used for Project, per professional services request-CC 4.27 Dickinson Bayou De-snag Project	

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
10/29/2025 - 09/30/2027 (De-Snag Dickinson Bayou: SH3 to FM517 Budget)	5481000:Miscellaneous Contract Services	296190 Flood by Engineering	3015 Limited Tax Flood Control Bonds Series 2017 Fund	Other Contract Services		De-Snag Dickinson Bayou: SH3 to FM517	$750,000.00	$0.00	1	750,000.00	0.00	USD	To change fund used for Project, per professional services request- CC 4.27 Dickinson Bayou De-snag Project	

CC 4.27 BAT-Dickinson Bayou De-snag Proj Fund Change.pdf

File Name CC 4.27 BAT-Dickinson Bayou De-snag Proj Fund Change.pdf
Content Type application/pdf
Updated By Austin Schumann
Upload Date 04/01/2026 02:47:29 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	04/01/2026 02:28:58 PM	04/02/2026	Austin Schumann	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	04/01/2026 02:45:03 PM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Update date for next CC. Thank you!
Budget Amendment Event	Budget Amendment Event	Submitted	04/01/2026 02:47:30 PM	04/02/2026	Austin Schumann	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	04/01/2026 02:51:04 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		04/02/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Sent Back	04/06/2026 08:55:01 AM		Kenna Pruitt (Accounting Operations Lead)	1	Send Back Reason from Kenna Pruitt: Update GLA from 4910000 Transfers Other to 4911000 Transfers GF
Budget Amendment Event	Budget Amendment Event	Submitted	04/06/2026 08:59:06 AM	04/02/2026	Austin Schumann	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	04/06/2026 03:08:53 PM		Rodolfo Gomez (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		04/02/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	04/07/2026 01:27:19 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	04/07/2026 01:40:25 PM	04/09/2026	Michael Shannon (Cost Center Manager)	1	

View Budget Amendment: Budget Amendment: - Project LTD Budget on 04/27/2026 : BAT-0000615

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Budget Manager	Approved	04/07/2026 04:02:06 PM	04/09/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		04/09/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

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		
Dickinson Bayou De-Snag Project							
	3015	296190	5481000	Other Contract Services	De-Snag Dickinson Bayou: SH3 to FM517	750,000.00	
	3015	296190	4911000	Transfer from General Fund	De-Snag Dickinson Bayou: SH3 to FM517		750,000.00
	3374	296190	5481000	Other Contract Services	De-Snag Dickinson Bayou: SH3 to FM517		750,000.00
	3374	296190	4911000	Transfer from General Fund	De-Snag Dickinson Bayou: SH3 to FM517	750,000.00	
To change fund used for Project, per professional services request-CC 4.27 Dickinson Bayou De-snag Project							
						$ 1,500,000.00	$ 1,500,000.00

Prepared/Posted by: Austin Schumann **Accounting Date:** 4/27/2026

Approved in Workday by: Kenna Pruitt

Project/Project Hierarchy: De-Snag Dickinson Bayou: SH3 to FM517
Period: FY2026 - Apr
Book: Modified Accrual
Plan Structure: Project LTD Budget

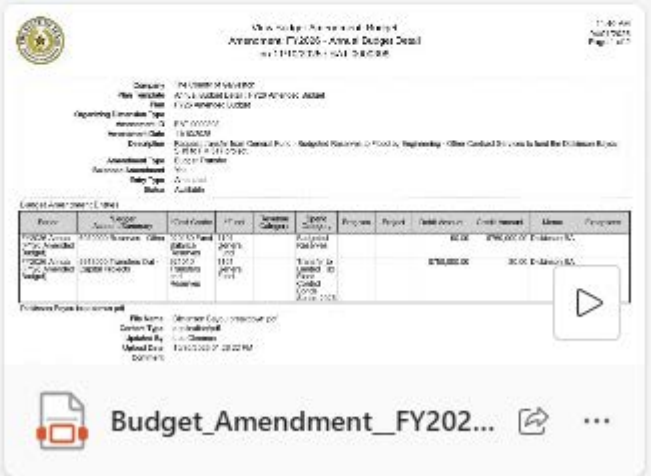
Fund	Cost Center	Project	Program	Ledger Account	Spend Category	Revenue Category	Budget	Actuals (LTD)	Actuals (Current Period)	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, & Reserved	Budget Remaining	Budget Used (%)
3374 Limited Tax Flood Control Bonds Series 2026	296190 Flood by Engineering	De-Snag Dickinson Bayou: SH3 to FM517	(Blank)	4911000:Transfers - General Fund	(Blank)	Transfer from General Fund	(750,000.00)	0.00	0.00	0.00	0.00	0.00	0.00	(750,000.00)	0.00%
3374 Limited Tax Flood Control Bonds Series 2026	296190 Flood by Engineering	De-Snag Dickinson Bayou: SH3 to FM517	(Blank)	5481000:Miscellaneous Contract Services	Other Contract Services	(Blank)	750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	750,000.00	0.00%
Total Revenue							750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	750,000.00	0.00%
Total Expenditures							750,000.00	0.00	0.00	0.00	0.00	0.00	0.00	750,000.00	0.00%
Net Total (Revenue - Expense)							**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**

Clemmer, Lee 11:43 AM

LC

Good morning Austin! There is a BA from 11/10/2025 that we need to reverse/change. We'll fund the same amount, but from "**3015 Limited Tax Flood Control Bonds Series 2017 Fund"**

So essentially we'll bring these funds back into General Fund and then refund the project using the 3015 fund. Let me know if you have any questions!



GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*11.

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

Request transfer within County Capital Projects Fund for Moody Courthouse Renovation Project to cover expenses related to services

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 6:23 pm

View Budget Amendment: Budget Amendment: - Project LTD Budget on 05/11/2026 : BAT-0000643

Company The County of Galveston
Plan Template Project LTD Budget : Moody Courthouse Renovation began 2025 Budget
Plan Moody Courthouse Renovation began 2025 Budget
Organizing Dimension Type
Amendment ID BAT-0000643
Amendment Date 05/11/2026
Description To reclassify budget from goods to services spend category for Moody Courthouse Renovation Project to cover PO expenses related to services.
Amendment Type Project Budget Amendment
Balanced Amendment Yes
Entry Type Project
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 - Goods		Moody Courthouse Renovation began 2025	$0.00	$50,000.00	1	0.00	50,000.00	USD	To reclassify budget from goods to services spend category for Moody Courthouse Renovation Project to cover PO expenses related to services.	
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	$50,000.00	$0.00	1	50,000.00	0.00	USD	To reclassify budget from goods to services spend category for Moody Courthouse Renovation Project to cover PO expenses related to services.	

5.11.26 CC-BAT Moody Renovaton Proj-Goods to Services.pdf

File Name 5.11.26 CC-BAT Moody Renovaton Proj-Goods to Services.pdf

Content Type application/pdf
Updated By Austin Schumann
Upload Date 04/24/2026 10:39:41 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	04/27/2026 09:57:43 AM	04/28/2026	Austin Schumann	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	04/29/2026 08:46:55 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		04/28/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	04/29/2026 01:31:27 PM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	04/29/2026 02:46:57 PM	05/01/2026	Misty Witmer (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Awaiting Action		05/01/2026	Diana Huallpa Trevino (Budget Manager)	1	

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-Services	Moody Courthouse Renovation began 2025	50,000.00	
	3100	170100	5700000	Building Improvements-Goods	Moody Courthouse Renovation began 2025		50,000.00
To reclassify budget from goods to services spend category for Moody Courthouse Renovation Project to cover PO expenses related to services.							
						$ 50,000.00	$ 50,000.00

Prepared/Posted by: Austin Schumann **Accounting Date:** 5/11/2026

Approved in Workday by: Kenna Pruitt

Project/Project Hierarchy: Moody Courthouse Renovation began 2025
Period: FY2026 - Apr
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)	84,000.00	0.00	0.00	0.00	0.00	0.00	0.00	84,000.00	0.00%
3100 County Capital Projects Fund	170100 Facilities Services	Moody Courthouse Renovation began 2025	(Blank)	5700000:Capital Outlays	Building Improvements - Services	(Blank)	36,000.00	0.00	0.00	0.00	0.00	0.00	0.00	36,000.00	0.00%
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	0.00	0.00	0.00	120,000.00	0.00%
Net Total (Revenue - Expense)							**0.00**	**120,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**120,000.00**	**(120,000.00)**	**0.00%**

REQ-0010606

Budget Check Status: Not Required

Company	Requester	Status	Total Amount
The County of Galveston	Employee: Lauren Michaels	Draft	46,980.87

Requisition Information

Request Date	04/22/2026
Currency	USD
Requisition Type	Standard Purchase
High Priority	No
Sourcing Buyer	
Submitted by	Lauren Michaels
Consolidate Requisitions on Purchase Orders	No
Exclude Ship-To Address when Consolidating Requisition Lines	No
Memo to Suppliers	For: Carpet for Adult Probation
Internal Memo	For: Carpet for Adult Probation

Shipping Address

Deliver-To	722 County Courthouse
Ship-To Address	722 Moody 5th Floor Galveston, TX 77550 United States of America

Service Lines

Line	Item	Amount	Date	Deliver-To	Ship-To Address	Ship-To Contact	Supplier	Fulfillment Source	RFQ Required	Memo	*Fund	*Cost Center	Program	Project	Grant	Additional Worktags	Splits
REQ-0010606	**Item** **Description** Install Carpet-Adhesive-Freight-Labor 90 Ctns = 8634.60 S/F > $3.45 **Spend Category** Building Improvements - Goods	**Requested** 29,789.37 **Ordered** 0.00	**Start Date** **End Date**	722 County Courthouse	722 Moody 5th Floor Galveston, TX 77550 United States of America	Lauren Michaels	**Supplier** MAINLAND CARPET		No		3100 County Capital Projects Fund	170100 Facilities Services		Moody Courthouse Renovation began 2025			
REQ-0010606	**Item** **Description** LVT Mohawk Hot & Heavy 20 Mil Color T.B.S. Install 5 ctns = 209.95S/f > $4.80 **Spend Category** Building Improvements - Goods	**Requested** 1,007.90 **Ordered** 0.00	**Start Date** **End Date**	722 County Courthouse	722 Moody 5th Floor Galveston, TX 77550 United States of America	Lauren Michaels	**Supplier** MAINLAND CARPET		No		3100 County Capital Projects Fund	170100 Facilities Services		Moody Courthouse Renovation began 2025			
REQ-0010606	**Item** **Description** Wall Base 4.5 Install 25 Ctns > $240.00 **Spend Category** Building Improvements - Goods	**Requested** 6,000.00 **Ordered** 0.00	**Start Date** **End Date**	722 County Courthouse	722 Moody 5th Floor Galveston, TX 77550 United States of America	Lauren Michaels	**Supplier** MAINLAND CARPET		No		3100 County Capital Projects Fund	170100 Facilities Services		Moody Courthouse Renovation began 2025			

Line	Item	Amount	Date	Deliver-To	Ship-To Address	Ship-To Contact	Supplier	Fulfillment Source	RFQ Required	Memo	*Fund	*Cost Center	Program	Project	Grant	Additional Worktags	Splits
REQ-0010606	**Item** **Description** Reducers 60 l/f > $3.00 **Spend Category** Building Improvements - Goods	**Requested** 180.00 **Ordered** 0.00	**Start Date** **End Date**	722 County Courthouse	722 Moody 5th Floor Galveston, TX 77550 United States of America	Lauren Michaels	**Supplier** MAINLAND CARPET		No		3100 County Capital Projects Fund	170100 Facilities Services		Moody Courthouse Renovation began 2025			
REQ-0010606	**Item** **Description** Remove Existing Cpt 920 Yrds > $4.00 **Spend Category** Building Improvements - Services	**Requested** 3,680.00 **Ordered** 0.00	**Start Date** **End Date**	722 County Courthouse	722 Moody 5th Floor Galveston, TX 77550 United States of America	Lauren Michaels	**Supplier** MAINLAND CARPET		No		3100 County Capital Projects Fund	170100 Facilities Services		Moody Courthouse Renovation began 2025			
REQ-0010606	**Item** **Description** Remove Existing Adhesive 8268 S/F > .20 **Spend Category** Building Improvements - Services	**Requested** 1,673.60 **Ordered** 0.00	**Start Date** **End Date**	722 County Courthouse	722 Moody 5th Floor Galveston, TX 77550 United States of America	Lauren Michaels	**Supplier** MAINLAND CARPET		No		3100 County Capital Projects Fund	170100 Facilities Services		Moody Courthouse Renovation began 2025			
REQ-0010606	**Item** **Description** Floor prep 30 each > $60.00 **Spend Category** Building Improvements - Services	**Requested** 1,800.00 **Ordered** 0.00	**Start Date** **End Date**	722 County Courthouse	722 Moody 5th Floor Galveston, TX 77550 United States of America	Lauren Michaels	**Supplier** MAINLAND CARPET		No		3100 County Capital Projects Fund	170100 Facilities Services		Moody Courthouse Renovation began 2025			
REQ-0010606	**Item** **Description** Move Furniture **Spend Category** Building Improvements - Services	**Requested** 2,850.00 **Ordered** 0.00	**Start Date** **End Date**	722 County Courthouse	722 Moody 5th Floor Galveston, TX 77550 United States of America	Lauren Michaels	**Supplier** MAINLAND CARPET		No		3100 County Capital Projects Fund	170100 Facilities Services		Moody Courthouse Renovation began 2025			

Adult Probation.pdf

File Name Adult Probation.pdf
Content Type application/pdf
Updated By Lauren Michaels
Upload Date 04/22/2026 10:03:09 AM
Attachment Category
External No
Comment

Galveston County Probation Office new.docx

File Name Galveston County Probation Office new.docx
Content Type application/vnd.openxmlformats-officedocument.wordprocessingml.document
Updated By Lauren Michaels
Upload Date 04/22/2026 10:03:09 AM
Attachment Category
External No
Comment

Balances

Line and Line Splits	Commitment Quantity	Commitment Quantity Liquidated	Commitment Quantity Remaining	Commitment Amount	Commitment Amount Liquidated	Commitment Amount Remaining
REQ-0010606	0	0	0	180.00	0.00	180.00
REQ-0010606	0	0	0	1,007.90	0.00	1,007.90
REQ-0010606	0	0	0	2,850.00	0.00	2,850.00
REQ-0010606	0	0	0	29,789.37	0.00	29,789.37
REQ-0010606	0	0	0	6,000.00	0.00	6,000.00
REQ-0010606	0	0	0	1,673.60	0.00	1,673.60
REQ-0010606	0	0	0	1,800.00	0.00	1,800.00
REQ-0010606	0	0	0	3,680.00	0.00	3,680.00
			Total:	46,980.87	0.00	46,980.87

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Requisition Event	Requisition Event	Step Completed	04/22/2026 10:03:09 AM		Lauren Michaels	1	
Check Budget (Financial)	Check Budget (Financial)	Automatic Complete	04/22/2026 10:03:09 AM			0	
Check Budget (Financial)	Batch/Job: Run Budget Check	Step Completed	04/22/2026 10:03:19 AM			0	
Check Budget (Financial)	Review Budget Check	Not Required				0	
Check Budget (Financial)	Override Budget Check	Not Required				0	
Check Budget (Financial)	To Do: Budget override - Create Budget Transfer	Not Required				0	
Check Budget (Financial)	Service: Reserve Budget in Budget Check	Step Completed	04/22/2026 10:03:19 AM		Workday Service	1	
Requisition Event	Review Requisition	Sent Back	04/22/2026 10:58:33 AM		Taylor Lee (1099 Lead)	1	Send Back Reason from Taylor Lee: Please change all lines to "services" spend categories. Line 4 - reducers can stay as a goods line.
Requisition Event	Requisition Event	Awaiting Action			Lauren Michaels	1	

Moving $50,000 to services to account for this REQ and future expenses

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*12.

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

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

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 4:55 pm

View Payment Group

Payment Group Ad Hoc Payment(Check) for Prosperity-District Clerk Odyssey 3561
Settlement Run SR-0000370
Organization The County of Galveston
Currency USD
Group Payment Date 04/24/2026
Payment Category Ad Hoc Payment
Bank Account Prosperity-District Clerk Odyssey 3561
Payment Type Check

Payments

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: Linebarger Goggan Blair & Sampson, LLP - 04/22/2026	Complete	Linebarger Goggan Blair & Sampson, LLP	Ad Hoc Payment	Check	04/22/2026		17-TX-0074		2916	75.00	USD	75.00	USD

Payment Printing Information

Payment Printing Run	Count	Payment Amount Total	Account Currency	Printed Date	PDF File	Positive Pay Files			
						Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency
Ad Hoc Payment - Odyssey - 04/24/2026 06:23 AM	1	75.00	USD	04/24/2026 08:23:42 AM	Ad Hoc Payment - Odyssey - 04/24/2026 06:23 AM.pdf	Positive Pay File for Prosperity-District Clerk Odyssey 3561 on 04/24/2026, 6:23 AM	1	75.00	USD

Process History

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks Task	Step Completed	04/24/2026 08:23:04 AM	04/25/2026	Mien Tran	1	
Print Checks Task	Print Checks	Not Required		04/25/2026		0	
Print Checks Task	Print Checks	Not Required		04/25/2026		0	
Print Checks Task	Print Checks	Not Required		04/25/2026		0	
Print Checks Task	Print Checks	Not Required		04/25/2026		0	
Print Checks Task	Print Checks	Not Required		04/25/2026		0	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks	Not Required		04/25/2026		0	
Print Checks Task	Print Checks	Not Required		04/25/2026		0	
Print Checks Task	Print Checks	Step Completed	04/24/2026 08:23:45 AM	04/24/2026	Annaya Nigrelle	1	
Print Checks Task	Service: Remittance	Step Completed	04/24/2026 08:23:45 AM	04/25/2026	Workday Service	1	

Related Business Processes History

Business Process	Status
Positive Pay File: Prosperity-District Clerk Odyssey 3561 on 04/24/2026 for $75.00	In Progress

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*13.

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

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

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 6:19 pm

Payment Printing Run Ad Hoc Payment - Odyssey - 04/17/2026 06:37 AM
Settlement Run SR-0000365
Payment Group Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911
Status Processing

Process Information

Name of Submitter Annaya Nigrelle
Actual Start Date and Time 04/17/2026 08:37 AM
0%
Total Processing Time (hour:min:sec)
00:00:00

Payments

Payment	Payment Date	Check Number	Payment Amount	Currency	Payee
Ad Hoc Payment: AUBREY ADAMS - 04/15/2026	04/15/2026	314150	95.66	USD	AUBREY ADAMS
Ad Hoc Payment: BECKY FELLOWS - 04/15/2026	04/15/2026	314151	51.66	USD	BECKY FELLOWS
Ad Hoc Payment: Bharat N. Patel - 04/15/2026	04/15/2026	314152	200.00	USD	Bharat N. Patel
Ad Hoc Payment: BRETT COPE - 04/15/2026	04/15/2026	314153	58.16	USD	BRETT COPE
Ad Hoc Payment: CHARLIE FAHRMEIER - 04/15/2026	04/15/2026	314154	50.20	USD	CHARLIE FAHRMEIER
Ad Hoc Payment: City of Texas City - 04/15/2026	04/15/2026	314155	100.00	USD	City of Texas City
Ad Hoc Payment: CUMIS INSURANCE SOCIETY - 04/15/2026	04/15/2026	314156	2,856.88	USD	CUMIS INSURANCE SOCIETY
Ad Hoc Payment: DANIEL MCKINNEY - 04/15/2026	04/15/2026	314157	62.33	USD	DANIEL MCKINNEY
Ad Hoc Payment: ELEAZAR FLORES - 04/15/2026	04/15/2026	314158	710.00	USD	ELEAZAR FLORES
Ad Hoc Payment: Elric M. King - 04/15/2026	04/15/2026	314159	50.00	USD	Elric M. King
Ad Hoc Payment: Fraud Prosecution Unit Texas Workforce Commision Revenue & Trust Managment - 04/15/2026	04/15/2026	314160	200.00	USD	Fraud Prosecution Unit Texas Workforce Commision Revenue & Trust Managment
Ad Hoc Payment: Fraud prosecution Unit Texas Workforce Commisision Revenue & Trust Management - 04/15/2026	04/15/2026	314161	100.00	USD	Fraud prosecution Unit Texas Workforce Commisision Revenue & Trust Management
Ad Hoc Payment: GALVESTON GOVERNMENT EMPLOYEES CREDIT UNION - 04/15/2026	04/15/2026	314162	43.12	USD	GALVESTON GOVERNMENT EMPLOYEES CREDIT UNION
Ad Hoc Payment: Health and Human Services Commission - 04/15/2026	04/15/2026	314163	140.00	USD	Health and Human Services Commission

Payment	Payment Date	Check Number	Payment Amount	Currency	Payee
Ad Hoc Payment: James Hampton TGRV LP - 04/15/2026	04/15/2026	314164	394.00	USD	James Hampton TGRV LP
Ad Hoc Payment: JOHN PARKER - 04/15/2026	04/15/2026	314165	21.14	USD	JOHN PARKER
Ad Hoc Payment: KHAMBREL MARSHALL - 04/15/2026	04/15/2026	314166	82.03	USD	KHAMBREL MARSHALL
Ad Hoc Payment: MARILYN THORN - 04/15/2026	04/15/2026	314167	1,900.00	USD	MARILYN THORN
Ad Hoc Payment: MORIAH FREEMAN - 04/15/2026	04/15/2026	314168	252.00	USD	MORIAH FREEMAN
Ad Hoc Payment: NATION UNION FIRE INS. CO. OF PITTSBURG, PA. - 04/15/2026	04/15/2026	314169	1,620.00	USD	NATION UNION FIRE INS. CO. OF PITTSBURG, PA.
Ad Hoc Payment: NICHOLAS LONG - 04/15/2026	04/15/2026	314170	200.00	USD	NICHOLAS LONG
Ad Hoc Payment: SHARON DEPAUW - 04/15/2026	04/15/2026	314171	32.73	USD	SHARON DEPAUW
Ad Hoc Payment: SONIA HAYNES - 04/15/2026	04/15/2026	314172	40.65	USD	SONIA HAYNES
Ad Hoc Payment: STATE FARM INSURANCE - 04/15/2026	04/15/2026	314173	600.00	USD	STATE FARM INSURANCE
Ad Hoc Payment: TERRY GRAHAM - 04/15/2026	04/15/2026	314174	68.69	USD	TERRY GRAHAM
Ad Hoc Payment: Texas Coastal Realty - 04/15/2026	04/15/2026	314175	920.00	USD	Texas Coastal Realty
Ad Hoc Payment: Texas Department of Public Safety - 04/15/2026	04/15/2026	314176	10.00	USD	Texas Department of Public Safety
Ad Hoc Payment: Texas Department of Public Safety - 04/15/2026	04/15/2026	314177	20.00	USD	Texas Department of Public Safety
Ad Hoc Payment: Texas Department of Public Safety - 04/15/2026	04/15/2026	314178	180.00	USD	Texas Department of Public Safety
Ad Hoc Payment: Texas Department of Public Safety - 04/15/2026	04/15/2026	314179	180.00	USD	Texas Department of Public Safety
Ad Hoc Payment: Texas Department of Public Safety - 04/15/2026	04/15/2026	314180	25.00	USD	Texas Department of Public Safety
Ad Hoc Payment: Texas Department of Public Safety - 04/15/2026	04/15/2026	314181	50.00	USD	Texas Department of Public Safety
Ad Hoc Payment: TEXAS DEPARTMENT OF PUBLIC SAFETY - 04/15/2026	04/15/2026	314182	30.00	USD	TEXAS DEPARTMENT OF PUBLIC SAFETY
Ad Hoc Payment: Texas Department of Public Safety - 04/15/2026	04/15/2026	314183	35.00	USD	Texas Department of Public Safety
Ad Hoc Payment: TONY SOUTHALL - 04/15/2026	04/15/2026	314184	117.75	USD	TONY SOUTHALL

Positive Pay Files

Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency	Process History							
				Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Positive Pay File for Prosperity-Court Collections Odyssey 9911 on 04/17/2026, 6:37 AM	35	11,497.00	USD	Payment Printing Event	Payment Printing Event	Step Completed	04/17/2026 08:37:31 AM	04/18/2026	Annaya Nigrelle	1	
				Payment Printing Event	Approval by Settlement Specialist	Awaiting Action			Dwight Sullivan (Settlement Specialist)	3	
									Mien Tran (Settlement Specialist)		
									Susie Smith (Settlement Specialist)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*14.

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

Receive and file FY2026 Second Quarter Investments Report submitted by Professional Services

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/4/26 1:41 pm

GALVESTON COUNTY
Budget Office

MEMORANDUM

Date: April 27, 2026

To: Commissioners Court

From: Diana Huallpa, Chief Financial Officer,

Dwight Sullivan, County Clerk

Subject: Fiscal Year 2026 – Quarter 2 Investment Report – March 31st, 2026

As of March 31, 2025, Galveston County held total invested funds with a market value of **$213,539,395**. All investments were made in strict compliance with **Government Code 2256** and the **Galveston County Investment Policy**, which prioritizes the following objectives:

1. **Preservation of principal and liquidity** – ensuring funds are secure and readily available.
2. **Diversification of investments** – achieved by placing county funds in authorized Public Funds Investment Act (PFIA) pools (**Texas CLASS**, **Prosperity, and Texas FIT**) and through the purchase of Certificates of Deposit.

At the end of the reporting period, the portfolio had a **weighted average maturity (WAM)** of **1 day**, and a **weighted yield to maturity (YTM)** of **3.8%** reflecting a highly liquid position in alignment with the County's cash flow needs and investment strategy.

For the second quarter of fiscal year 2026, interest income totaled **$3,337,669**. Interest earnings are lower compared to the same period in the prior fiscal year, primarily due to changes in market conditions, including a decline in short-term interest rates and a more normalized yield environment compared to the elevated rates experienced previously. Texas Range has had no recent activity.

Enclosed with this summary is the **Galveston County FY 2026 Annual Investment Report**, which includes:

- A Summary Statement of Investment Position
- Detailed Transaction Reports
- Investment Schedules by Fund
- Visual charts and graphs for easy reference

Diana Huallpa

Diana Huallpa, Co-Investment Officer

Dwight Sullivan, Co-Investment Officer

www.galvestoncountytx.gov 722 Moody, Galveston, TX 77550 BudgetOffice@galvestoncountytx.gov

Galveston County
Portfolio Management
Portfolio Summary
March 31, 2026

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Overnight Investment Pool	146,446,466.25	146,446,466.25	146,446,466.25	68.58	1	1	3.792	3.844
Cash Pool	67,092,929.17	67,092,929.17	67,092,929.17	31.42	1	1	3.685	3.736
Investments	**213,539,395.42**	**213,539,395.42**	**213,539,395.42**	**100.00%**	**1**	**1**	**3.758**	**3.810**

Total Earnings	March 31 Month Ending	Fiscal Year To Date
Current Year	691,678.11	3,337,669.36
Average Daily Balance	**214,740,997.25**	**167,563,457.77**
Effective Rate of Return	**3.79%**	**3.99%**

Diana Huallpa, Dwight Sullivan,

Galveston County
Portfolio Management
Portfolio Details - Investments
March 31, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Overnight Investment Pool												
9900171-013125	9900171	Texas FIT		01/01/2025	53,666,957.15	53,666,957.15	53,666,957.15	3.910	3.856	3.910	1	
9900171-013125G	9900171-G	Texas FIT		01/20/2026	0.00	0.00	0.00	3.670	3.620	3.670	1	
9900172-013125	9900172	Texas FIT		01/01/2025	18,227,382.19	18,227,382.19	18,227,382.19	3.910	3.856	3.910	1	
9900175-013125	9900175	Texas FIT		01/01/2025	1,420,411.05	1,420,411.05	1,420,411.05	3.910	3.856	3.910	1	
9900176-013125	9900176	Texas FIT		01/01/2025	516,417.16	516,417.16	516,417.16	3.910	3.856	3.910	1	
9900177-013125	9900177	Texas FIT		01/01/2025	686,254.99	686,254.99	686,254.99	3.910	3.856	3.910	1	
9900178	9900178	Texas FIT		01/01/2025	12,625.59	12,625.59	12,625.59	3.910	3.856	3.910	1	
TX-01-0334-0001	0334-0001	Texas Class		08/07/2025	17,220,675.48	17,220,675.48	17,220,675.48	3.776	3.724	3.776	1	
TX-01-0334-0005	0334-0005	Texas Class		10/01/2022	7,712,211.44	7,712,211.44	7,712,211.44	3.776	3.724	3.776	1	
TX-01-0334-0006	0334-0006	Texas Class		10/01/2022	5,485,688.89	5,485,688.89	5,485,688.89	3.776	3.724	3.776	1	
TX-01-0334-0007	0334-0007	Texas Class		10/01/2022	104,252.84	104,252.84	104,252.84	3.776	3.724	3.776	1	
TX-01-0334-0008	0334-0008	Texas Class		10/01/2022	4,741,396.68	4,741,396.68	4,741,396.68	3.776	3.724	3.776	1	
TX-01-0334-0009	0334-0009	Texas Class		10/01/2022	4,668,308.91	4,668,308.91	4,668,308.91	3.776	3.724	3.776	1	
TX-01-0334-0014	0334-0014	Texas Class		10/01/2022	8,365,864.88	8,365,864.88	8,365,864.88	3.776	3.724	3.776	1	
TX-01-0334-0015	0334-0015	Texas Class		10/01/2022	340,586.93	340,586.93	340,586.93	3.776	3.724	3.776	1	
TX-01-0334-0021	0334-0021	Texas Class		10/01/2022	20,538,907.59	20,538,907.59	20,538,907.59	3.776	3.724	3.776	1	
TX-01-0334-0024	0334-0024	Texas Class		10/01/2022	2,738,524.48	2,738,524.48	2,738,524.48	3.776	3.724	3.776	1	
		Subtotal and Average	**145,984,661.34**		**146,446,466.25**	**146,446,466.25**	**146,446,466.25**		**3.792**	**3.844**	**1**	
Cash Pool												
PRO-3160	PRO-3160	Prosperity Bank		06/18/2025	67,092,929.17	67,092,929.17	67,092,929.17	3.736	3.685	3.736	1	
		Subtotal and Average	**68,756,335.91**		**67,092,929.17**	**67,092,929.17**	**67,092,929.17**		**3.685**	**3.736**	**1**	
		Total and Average	**214,740,997.25**		**213,539,395.42**	**213,539,395.42**	**213,539,395.42**		**3.758**	**3.810**	**1**	

Galveston County
Portfolio Management
Portfolio Details with Earnings - Investments
March 31, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Overnight Investment Pool													
9900171-013125	9900171	TFIT		01/01/2025	53,666,957.15	53,666,957.15	53,666,957.15	3.910	1	3.910	0.00	0.00	
9900171-013125G	9900171-G	TFIT		01/20/2026	0.00	0.00	0.00	3.670	1	3.670	0.00	0.00	
9900172-013125	9900172	TFIT		01/01/2025	18,227,382.19	18,227,382.19	18,227,382.19	3.910	1	3.910	0.00	0.00	
9900175-013125	9900175	TFIT		01/01/2025	1,420,411.05	1,420,411.05	1,420,411.05	3.910	1	3.910	0.00	0.00	
9900176-013125	9900176	TFIT		01/01/2025	516,417.16	516,417.16	516,417.16	3.910	1	3.910	0.00	0.00	
9900177-013125	9900177	TFIT		01/01/2025	686,254.99	686,254.99	686,254.99	3.910	1	3.910	0.00	0.00	
9900178	9900178	TFIT		01/01/2025	12,625.59	12,625.59	12,625.59	3.910	1	3.910	0.00	0.00	
TX-01-0334-0001	0334-0001	TXCLAS		08/07/2025	17,220,675.48	17,220,675.48	17,220,675.48	3.776	1	3.776	0.00	0.00	
TX-01-0334-0005	0334-0005	TXCLAS		10/01/2022	7,712,211.44	7,712,211.44	7,712,211.44	3.776	1	3.776	0.00	0.00	
TX-01-0334-0006	0334-0006	TXCLAS		10/01/2022	5,485,688.89	5,485,688.89	5,485,688.89	3.776	1	3.776	0.00	0.00	
TX-01-0334-0007	0334-0007	TXCLAS		10/01/2022	104,252.84	104,252.84	104,252.84	3.776	1	3.776	0.00	0.00	
TX-01-0334-0008	0334-0008	TXCLAS		10/01/2022	4,741,396.68	4,741,396.68	4,741,396.68	3.776	1	3.776	0.00	0.00	
TX-01-0334-0009	0334-0009	TXCLAS		10/01/2022	4,668,308.91	4,668,308.91	4,668,308.91	3.776	1	3.776	0.00	0.00	
TX-01-0334-0014	0334-0014	TXCLAS		10/01/2022	8,365,864.88	8,365,864.88	8,365,864.88	3.776	1	3.776	0.00	0.00	
TX-01-0334-0015	0334-0015	TXCLAS		10/01/2022	340,586.93	340,586.93	340,586.93	3.776	1	3.776	0.00	0.00	
TX-01-0334-0021	0334-0021	TXCLAS		10/01/2022	20,538,907.59	20,538,907.59	20,538,907.59	3.776	1	3.776	0.00	0.00	
TX-01-0334-0024	0334-0024	TXCLAS		10/01/2022	2,738,524.48	2,738,524.48	2,738,524.48	3.776	1	3.776	0.00	0.00	
	Subtotal and Average		**145,984,661.34**		**146,446,466.25**	**146,446,466.25**	**146,446,466.25**	3.844	1	3.844	0.00	0.00	
Cash Pool													
PRO-3160	PRO-3160	PROSB		06/18/2025	67,092,929.17	67,092,929.17	67,092,929.17	3.736	1	3.736	0.00	0.00	
	Subtotal and Average		**68,756,335.91**		**67,092,929.17**	**67,092,929.17**	**67,092,929.17**	3.736	1	3.736	0.00	0.00	
	Total and Average		**214,740,997.25**		**213,539,395.42**	**213,539,395.42**	**213,539,395.42**	3.810	1	3.810	0.00	0.00	

Galveston County
Portfolio Management
Activity By Type
March 1, 2026 through March 31, 2026

CUSIP	Investment #	Issuer	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Balance
Overnight Investment Pool							
9900171-013125	9900171	Texas FIT	3.910		177,814.62	0.00	
9900172-013125	9900172	Texas FIT	3.910		60,392.75	0.00	
9900175-013125	9900175	Texas FIT	3.910		4,706.25	0.00	
9900176-013125	9900176	Texas FIT	3.910		1,711.04	0.00	
9900177-013125	9900177	Texas FIT	3.910		2,273.77	0.00	
9900178	9900178	Texas FIT	3.910		41.83	0.00	
TX-01-0334-0001	0334-0001	Texas Class	3.776		55,136.24	0.00	
TX-01-0334-0005	0334-0005	Texas Class	3.776		24,692.54	0.00	
TX-01-0334-0006	0334-0006	Texas Class	3.776		17,563.78	0.00	
TX-01-0334-0007	0334-0007	Texas Class	3.776		333.79	0.00	
TX-01-0334-0008	0334-0008	Texas Class	3.776		15,180.74	0.00	
TX-01-0334-0009	0334-0009	Texas Class	3.776		14,946.75	0.00	
TX-01-0334-0014	0334-0014	Texas Class	3.776		26,785.39	0.00	
TX-01-0334-0015	0334-0015	Texas Class	3.776		1,090.49	0.00	
TX-01-0334-0021	0334-0021	Texas Class	3.776		65,760.36	0.00	
TX-01-0334-0024	0334-0024	Texas Class	3.776		8,768.07	0.00	
		Subtotal			**477,198.41**	**0.00**	**146,446,466.25**
Cash Pool							
PRO-3160	PRO-3160	Prosperity Bank	3.736		214,479.70	2,000,000.00	
		Subtotal			**214,479.70**	**2,000,000.00**	**67,092,929.17**
		Total			**691,678.11**	**2,000,000.00**	**213,539,395.42**

Galveston County
Portfolio Management
Activity Summary
March 2025 through March 2026

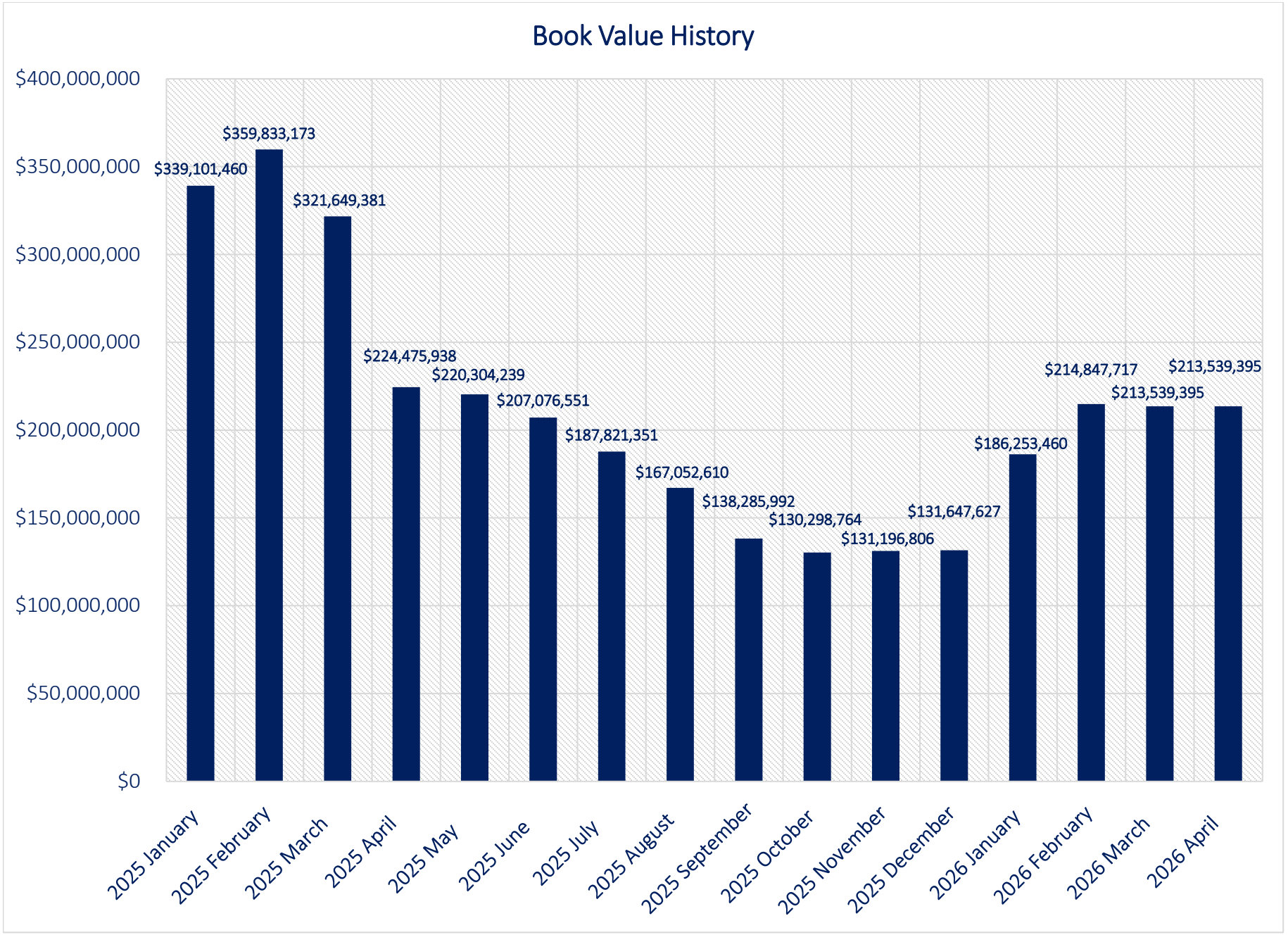
Month End	Year	Number of Securities	Total Invested	Yield to Maturity 360 Equivalent	Yield to Maturity 365 Equivalent	Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
March	**2025**	30	321,649,380.76	4.430	4.491	0.000	0	8	52	2
April	**2025**	22	224,475,938.22	4.404	4.465	0.000	0	6	1	1
May	**2025**	16	220,304,238.89	4.400	4.461	0.000	0	0	1	1
June	**2025**	17	207,076,550.99	4.421	4.482	0.000	1	0	1	1
July	**2025**	17	187,821,350.73	4.429	4.490	0.000	0	0	1	1
August	**2025**	17	167,052,609.67	4.431	4.492	0.000	0	0	1	1
September	**2025**	17	138,285,992.48	4.435	4.497	0.000	0	0	1	1
October	**2025**	17	130,298,764.03	4.443	4.505	0.000	0	0	1	1
November	**2025**	18	131,196,805.78	4.427	4.489	0.000	0	0	1	1
December	**2025**	18	131,647,627.21	3.944	3.999	0.000	0	0	1	1
January	**2026**	19	186,253,459.83	4.360	4.421	0.000	1	0	1	1
February	**2026**	18	214,847,717.31	4.405	4.466	0.000	0	0	1	1
March	**2026**	18	213,539,395.42	3.758	3.810	0.000	0	0	1	1
	Average	**19**	**190,342,294.72**	**4.330%**	**4.390%**	**0.000**	**0**	**1**	**5**	**1**

Galveston County
Portfolio Management
Distribution of Investments By Type
March 2025 through March 2026

Security Type	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	Average by Period
Cash/Checking Accounts														
Federal Agency Coupon Securities														
Federal Agency Disc. -At Cost														
Treasury Coupon Securities														
Certificate of Deposit Term	28.5													2.2%
Municipal Bonds														
Overnight Investment Pool	71.5	100.0	100.0	78.7	85.5	83.7	84.5	89.7	89.8	89.8	63.1	67.9	68.6	82.5%
Cash Pool				21.3	14.5	16.3	15.5	10.3	10.2	10.2	36.9	32.1	31.4	15.3%

Galveston County
Portfolio Management
Interest Earnings Summary
March 31, 2026

	March 31Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	691,678.11	3,337,669.36
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Interest Earned during Period	691,678.11	3,337,669.36
Total Interest Earned during Period	**691,678.11**	**3,337,669.36**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**691,678.11**	**3,337,669.36**


Book Value History
$400,000,000
$350,000,000
$300,000,000
$250,000,000
$200,000,000
$150,000,000
$100,000,000
$50,000,000
$0
$339,101,460
$359,833,173
$321,649,381
$224,475,938
$220,304,239
$207,076,551
$187,821,351
$167,052,610
$138,285,992
$130,298,764
$131,196,806
$131,647,627
$186,253,460
$214,847,717
$213,539,395
$213,539,395
2025 January
2025 February
2025 March
2025 April
2025 May
2025 June
2025 July
2025 August
2025 September
2025 October
2025 November
2025 December
2026 January
2026 February
2026 March
2026 April

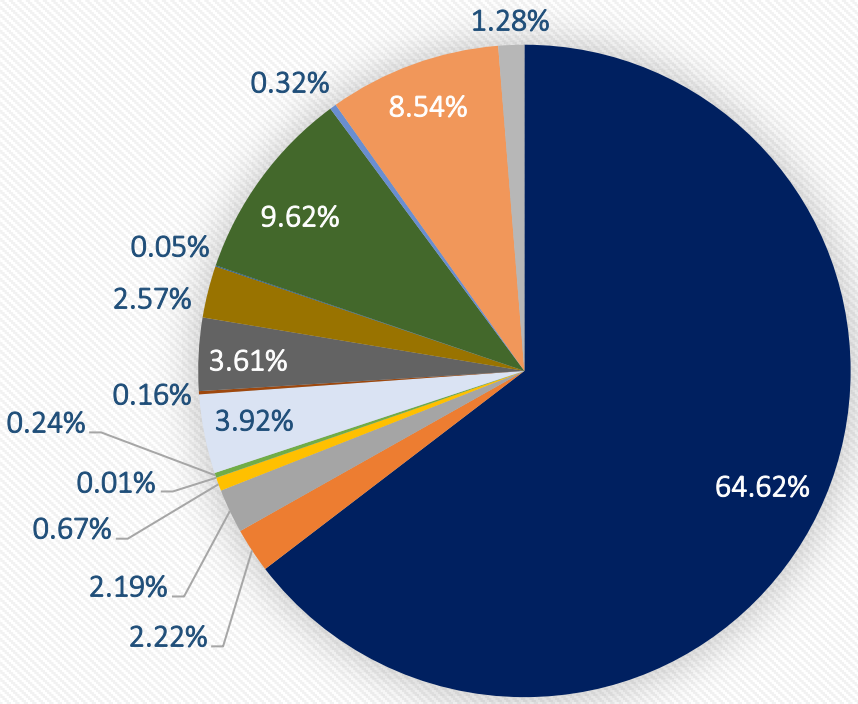
Investment Portfolio Detail
Fiscal Year 2025 - 2026
March 1 - March 31, 2026

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C
General Fund								
Cash Pool								
PRO-3160	Prosperity Bank	6/18/2025	67,092,929.17	67,092,929.17	67,092,929.17	3.736	1	3.736
Overnight Investment Pool								
TX-01-0334-0001	Texas Class	8/7/2025	17,220,675.48	17,220,675.48	17,220,675.48	3.776	1	3.776
9900171-013125	Texas FIT	1/1/2025	53,666,957.15	53,666,957.15	53,666,957.15	3.910	1	3.910
9900171-013125G	Texas FIT	1/20/2026	-	-	-	3.670	1	3.670
			137,980,561.80	**137,980,561.80**	**137,980,561.80**			
Indigent Health Care Fund								
Overnight Investment Pool								
TX-01-0334-0008	Texas Class	10/1/2022	4,741,396.68	4,741,396.68	4,741,396.68	3.776	1	3.776
			4,741,396.68	**4,741,396.68**	**4,741,396.68**			
GOMESA Coastal Cnsv Fund								
Overnight Investment Pool								
TX-01-0334-0009	Texas Class	10/1/2022	4,668,308.91	4,668,308.91	4,668,308.91	3.776	1	3.776
			4,668,308.91	**4,668,308.91**	**4,668,308.91**			
Road & Bridge								
Overnight Investment Pool								
9900175-013125	Texas FIT	1/1/2025	1,420,411.05	1,420,411.05	1,420,411.05	3.910	1	3.910
			1,420,411.05	**1,420,411.05**	**1,420,411.05**			
Flood Control								
Overnight Investment Pool								
9900178	Texas FIT	1/1/2025	12,625.59	12,625.59	12,625.59	3.910	1	3.910
			12,625.59	**12,625.59**	**12,625.59**			
Mosquito Control								
Overnight Investment Pool								
9900176-013125	Texas FIT	1/1/2025	516,417.16	516,417.16	516,417.16	3.910	1	3.910
			516,417.16	**516,417.16**	**516,417.16**			
ARPA Fund								
Overnight Investment Pool								
TX-01-0334-0014	Texas Class	10/1/2022	8,365,864.88	8,365,864.88	8,365,864.88	3.776	1	3.776
			8,365,864.88	**8,365,864.88**	**8,365,864.88**			
ARPA Emerg Rental Assist Fund								
Overnight Investment Pool								
TX-01-0334-0015	Texas Class	10/1/2022	340,586.93	340,586.93	340,586.93	3.776	1	3.776
			340,586.93	**340,586.93**	**340,586.93**			
Unld Tax Rd & Ref Bond 2017								
Overnight Investment Pool								
TX-01-0334-0005	Texas Class	10/1/2022	7,712,211.44	7,712,211.44	7,712,211.44	3.776	1	3.776
			7,712,211.44	**7,712,211.44**	**7,712,211.44**			
Flood Control & Rf 2017								
Overnight Investment Pool								
TX-01-0334-0006	Texas Class	10/1/2022	5,485,688.89	5,485,688.89	5,485,688.89	3.776	1	3.776
			5,485,688.89	**5,485,688.89**	**5,485,688.89**			

Investment Portfolio Detail
Fiscal Year 2025 - 2026
March 1 - March 31, 2026

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C
Lt Tax Ct Bldg Bond 2017A								
Overnight Investment Pool								
TX-01-0334-0007	Texas Class	10/1/2022	104,252.84	104,252.84	104,252.84	3.776	1	3.776
			104,252.84	**104,252.84**	**104,252.84**			
Unlimited Tax Road Bonds 2019								
Overnight Investment Pool								
TX-01-0334-0021	Texas Class	10/1/2022	20,538,907.59	20,538,907.59	20,538,907.59	3.776	1	3.776
			20,538,907.59	**20,538,907.59**	**20,538,907.59**			
Debt Service								
Overnight Investment Pool								
9900177-013125	Texas FIT	1/1/2025	686,254.99	686,254.99	686,254.99	3.910	1	3.910
			686,254.99	**686,254.99**	**686,254.99**			
Retiree Life Reserve								
Overnight Investment Pool								
9900172-013125	Texas FIT	1/1/2025	18,227,382.19	18,227,382.19	18,227,382.19	3.910	1	3.910
			18,227,382.19	**18,227,382.19**	**18,227,382.19**			
Self Insurance Reserve Fund								
Overnight Investment Pool								
TX-01-0334-0024	Texas Class	10/1/2022	2,738,524.48	2,738,524.48	2,738,524.48	3.776	1	3.776
			2,738,524.48	**2,738,524.48**	**2,738,524.48**			
		Total	**213,539,395.42**	**213,539,395.42**	**213,539,395.42**			

Investment Portfolio Detail



- 1101 - General Fund
- 1203 - Indigent Health Care Fund
- 1209 - GOMESA Coastal Consrvn Fund
- 2301 - Road & Bridge
- 2370 - Flood Control Fund
- 2410 - Mosquito Control
- 2901 - American Rescue Plan Stimulus Fund
- 2902 - American Rescue Plan Emergency Rental Assistance Fund
- 3014 - Unlimited Tax Road Bonds Series 2017 Fund
- 3015 - Limited Tax Flood Control Bonds Series 2017 Fund
- 3016 - Limited Tax Building Bonds Series 2017A Fund
- 3313 - Unlimited Tax Road Bonds 2019
- 4999 - Debt Service
- 6126 - Retiree Life Reserve
- 6130 - Self Insurance Reserve Fund

Investment Portfolio Summary
Fiscal Year 2025 - 2026
March 1 - March 31, 2026

Fund	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity
General Fund						
Cash Pool	67,092,929.17	67,092,929.17	67,092,929.17	49.00%	1	1
Overnight Investment Pool	70,887,632.63	70,887,632.63	70,887,632.63	51.00%	1	1
	137,980,561.80	**137,980,561.80**	**137,980,561.80**	100.00%	**1**	**1**
Total Earnings	**447,430.56**					
Effective Rate of Return	**3.78%**					
Indigent Health Care Fund						
Overnight Investment Pool	4,741,396.68	4,741,396.68	4,741,396.68	100.00%	1	1
	4,741,396.68	**4,741,396.68**	**4,741,396.68**	100.00%	**1**	**1**
Total Earnings	**15,180.74**					
Effective Rate of Return	**3.78%**					
GOMESA Coastal Cnsv Fund						
Overnight Investment Pool	4,668,308.91	4,668,308.91	4,668,308.91	100.00%	1	1
	4,668,308.91	**4,668,308.91**	**4,668,308.91**	100.00%	**1**	**1**
Total Earnings	**14,946.75**					
Effective Rate of Return	**3.78%**					
Road & Bridge						
Overnight Investment Pool	1,420,411.05	1,420,411.05	1,420,411.05	100.00%	1	1
	1,420,411.05	**1,420,411.05**	**1,420,411.05**	100.00%	**1**	**1**
Total Earnings	**4,706.25**					
Effective Rate of Return	**3.91%**					
Flood Control						
Overnight Investment Pool	12,625.59	12,625.59	12,625.59	100.00%	1	1
	12,625.59	**12,625.59**	**12,625.59**	100.00%	**1**	**1**
Total Earnings	**41.83**					
Effective Rate of Return	**3.91%**					
Mosquito Control						
Overnight Investment Pool	516,417.16	516,417.16	516,417.16	100.00%	1	1
	516,417.16	**516,417.16**	**516,417.16**	100.00%	**1**	**1**
Total Earnings	**1,711.04**					
Effective Rate of Return	**3.91%**					
ARPA Fund						
Overnight Investment Pool	8,365,864.88	8,365,864.88	8,365,864.88	100.00%	1	1
	8,365,864.88	**8,365,864.88**	**8,365,864.88**	100.00%	**1**	**1**

Investment Portfolio Summary
Fiscal Year 2025 - 2026
March 1 - March 31, 2026

Fund	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity
Total Earnings	26,785.39					
Effective Rate of Return	3.78%					
ARPA Emerg Rental Assist Fund						
Overnight Investment Pool	340,586.93	340,586.93	340,586.93	100.00%	1	1
	340,586.93	340,586.93	340,586.93	100.00%	1	1
Total Earnings	1,090.49					
Effective Rate of Return	3.78%					

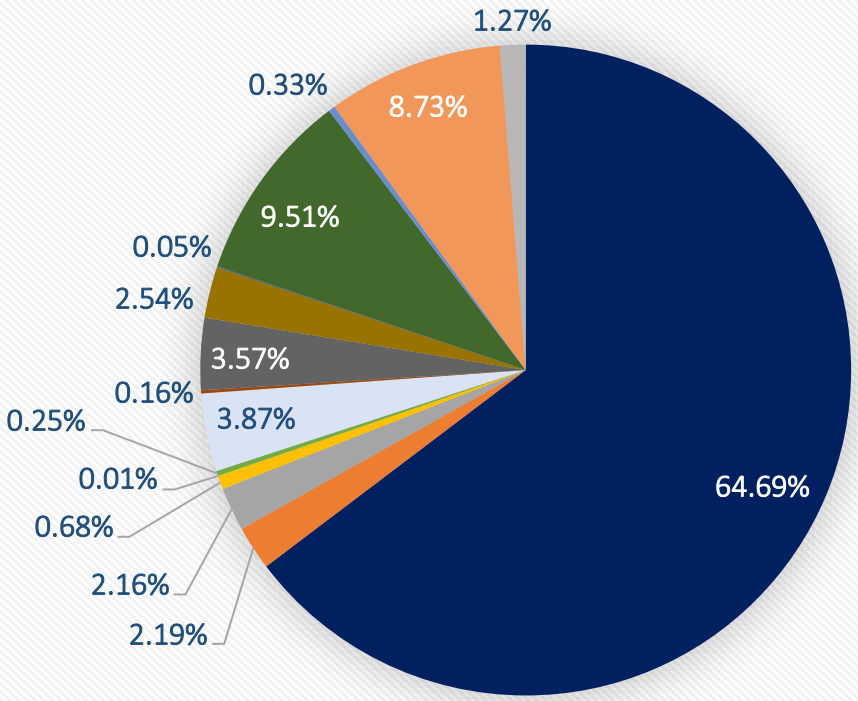
Investment Portfolio Summary
Fiscal Year 2025 - 2026
March 1 - March 31, 2026

Fund	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity
Unld Tax Rd & Ref Bond 2017						
Overnight Investment Pool	7,712,211.44	7,712,211.44	7,712,211.44	100.00%	1	1
	7,712,211.44	**7,712,211.44**	**7,712,211.44**	100.00%	**1**	**1**
Total Earnings	**24,692.54**					
Effective Rate of Return	**3.78%**					
Flood Control & Rf 2017						
Overnight Investment Pool	5,485,688.89	5,485,688.89	5,485,688.89	100.00%	1	1
	5,485,688.89	**5,485,688.89**	**5,485,688.89**	100.00%	**1**	**1**
Total Earnings	**17,563.78**					
Effective Rate of Return	**3.78%**					
Lt Tax Ct Bldg Bond 2017A						
Overnight Investment Pool	104,252.84	104,252.84	104,252.84	100.00%	1	1
	104,252.84	**104,252.84**	**104,252.84**	100.00%	**1**	**1**
Total Earnings	**333.79**					
Effective Rate of Return	**3.78%**					
Unlimited Tax Road Bonds 2019						
Overnight Investment Pool	20,538,907.59	20,538,907.59	20,538,907.59	100.00%	1	1
	20,538,907.59	**20,538,907.59**	**20,538,907.59**	100.00%	**1**	**1**
Total Earnings	**65,760.36**					
Effective Rate of Return	**3.78%**					
Debt Service						
Overnight Investment Pool	686,254.99	686,254.99	686,254.99	100.00%	1	1
	686,254.99	**686,254.99**	**686,254.99**	100.00%	**1**	**1**
Total Earnings	**2,273.77**					
Effective Rate of Return	**3.91%**					
Retiree Life Reserve						
Overnight Investment Pool	18,227,382.19	18,227,382.19	18,227,382.19	100.00%	1	1
	18,227,382.19	**18,227,382.19**	**18,227,382.19**	100.00%	**1**	**1**
Total Earnings	**60,392.75**					
Effective Rate of Return	**3.91%**					
Self Insurance Reserve Fund						
Overnight Investment Pool	2,738,524.48	2,738,524.48	2,738,524.48	100.00%	1	1
	2,738,524.48	**2,738,524.48**	**2,738,524.48**	100.00%	**1**	**1**

Investment Portfolio Summary
Fiscal Year 2025 - 2026
March 1 - March 31, 2026

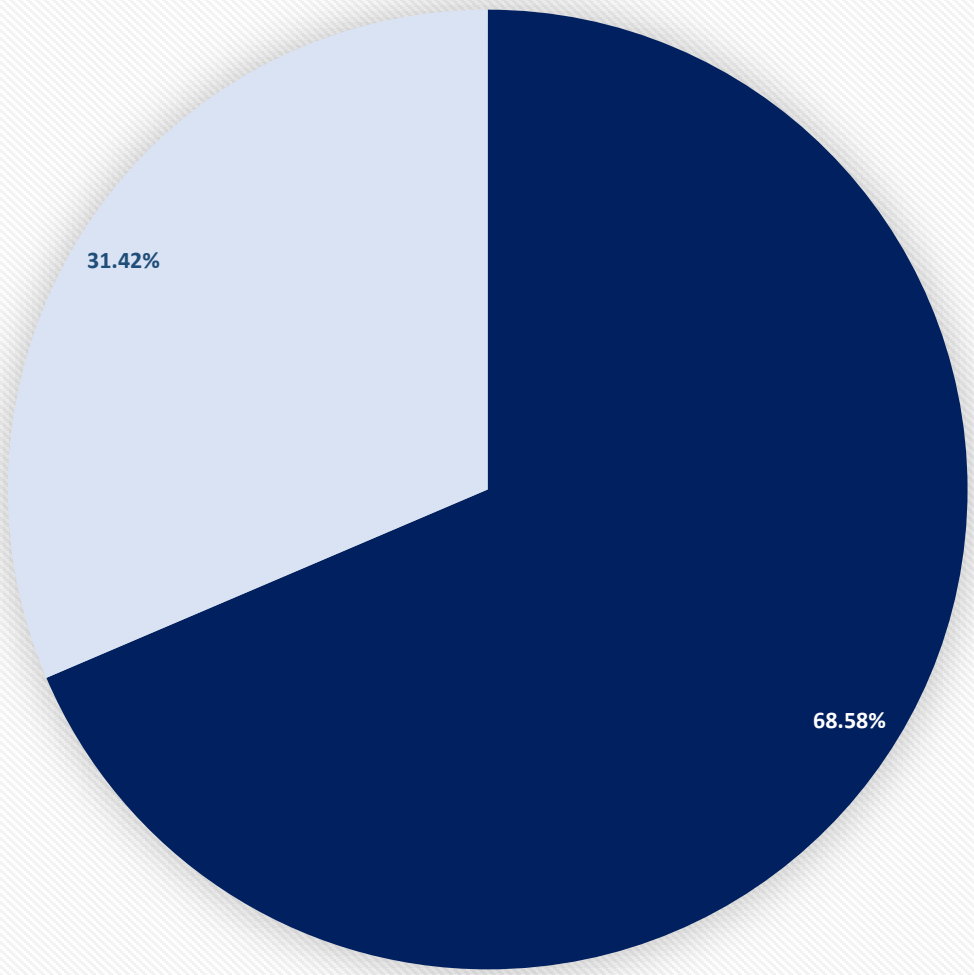
Fund	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity
Total Earnings	8,768.07					
Effective Rate of Return	3.78%					
Total Earnings	691,678.11					

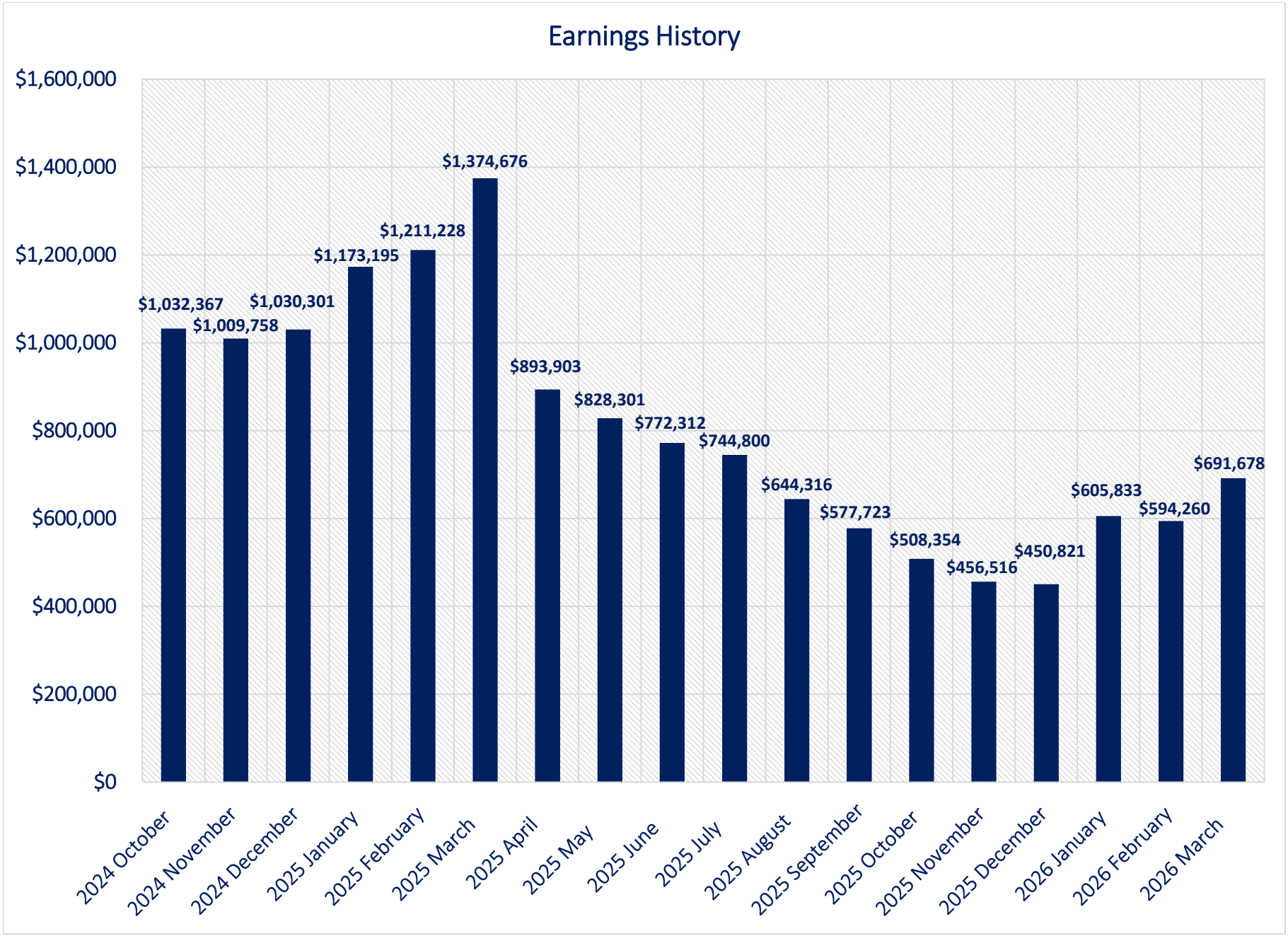
Investment Portfolio Summary

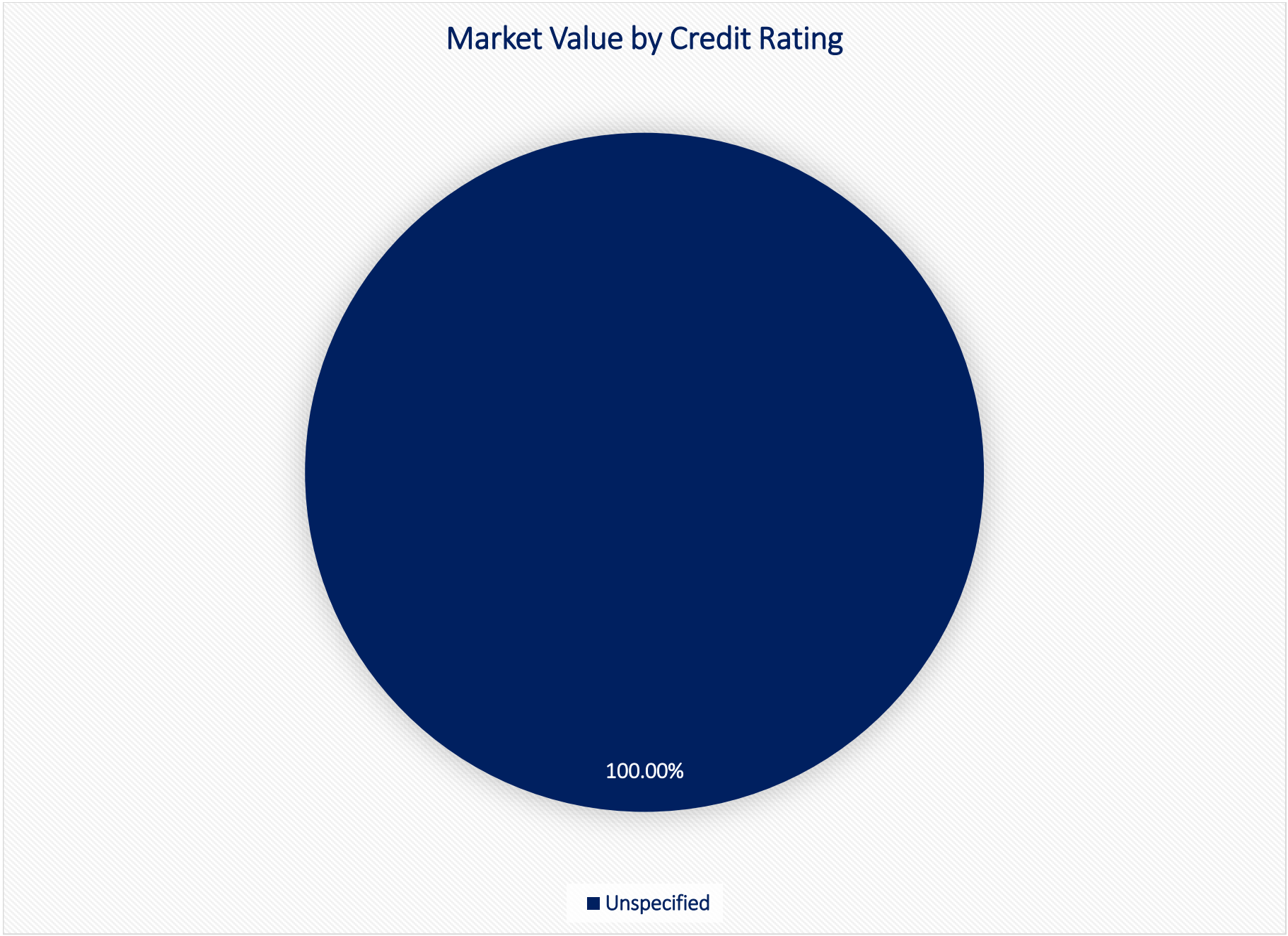


- 1101 - General Fund
- 1203 - Indigent Health Care Fund
- 1209 - GOMESA Coastal Consrvn Fund
- 2301 - Road & Bridge
- 2370 - Flood Control Fund
- 2410 - Mosquito Control
- 2901 - American Rescue Plan Stimulus Fund
- 2902 - American Rescue Plan Emergency Rental Assistance Fund
- 3014 - Unlimited Tax Road Bonds Series 2017 Fund
- 3015 - Limited Tax Flood Control Bonds Series 2017 Fund
- 3016 - Limited Tax Building Bonds Series 2017A Fund
- 3313 - Unlimited Tax Road Bonds 2019
- 4999 - Debt Service
- 6126 - Retiree Life Reserve
- 6130 - Self Insurance Reserve Fund

Book Value by Investment Type




Earnings History
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
$1,032,367
$1,009,758
$1,030,301
$1,173,195
$1,211,228
$1,374,676
$893,903
$828,301
$772,312
$744,800
$644,316
$577,723
$508,354
$456,516
$450,821
$605,833
$594,260
$691,678
2024 October
2024 November
2024 December
2025 January
2025 February
2025 March
2025 April
2025 May
2025 June
2025 July
2025 August
2025 September
2025 October
2025 November
2025 December
2026 January
2026 February
2026 March


Market Value by Credit Rating
100.00%
Unspecified

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*15.

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

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	4/30/26 8:38 am
2	Dianna Martinez	Approve	5/1/26 5:04 pm

TEXAS COMMISSION ON JAIL STANDARDS

INTERIM EXECUTIVE DIRECTOR
Ricky Armstrong

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

April 22, 2026

Sheriff Jimmy Fullen
Galveston County Sheriff's Office
601 54th St., Suite 2100
Galveston, TX 77551

Dear Sheriff Fullen,

The Texas Commission on Jail Standards wishes to acknowledge the excellent work of the Galveston County Sheriff's Office with a Certificate of Compliance for the Galveston County Jail. The most recent inspection of your facility on April 14-17, 2026, by Texas Commission on Jail Standards Inspector Martin Arnold has demonstrated that your facility is in compliance with Texas Minimum Jail Standards.

The Certificate of Compliance demonstrates your outstanding leadership and the diligent work of your staff in complying with minimum jail standards. In addition, this achievement is a direct result of your office's commitment to excellence and is an example of dedication and professionalism in maintaining a safe, secure, and sanitary facility.

Providing the essential budgetary support for jail operations is also imperative to achieving compliance, so let me also congratulate the Galveston County Commissioners' Court for their vital support of jail operations.

The citizens of Galveston County should be proud of your combined efforts, as is the Texas Commission on Jail Standards.

Sincerely,

Ricky Armstrong
Interim Executive Director

RA/gw

cc: Judge Mark Henry, Galveston County

Sheriff Kelly Rowe, Chair
Dr. Esmaeil Porsa, M.D., Vice-Chair
Judge Joseph "Joe" Fauth, III, Plantersville
Sheriff Richard Kirkpatrick, Kingsville
Ross Reyes, Melissa
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 idea

Texas Commission on Jail Standards

Galveston County Jail

Galveston, Texas

April 14-17, 2026
Date(s) of Inspection

SUBJECT: **Comprehensive Inspection Report**

State Law requires periodic inspections of county jail facilities (VTCA, Local Government Code, Chapter 351, VTCA, Government Code, Chapter 511; Chapter 297.8, Texas Commission on Jail Standards).

☐ The facility was inspected on the date(s) indicated above, and it was determined that deficiencies exist. You are urged: (1) to give these areas of noncompliance your serious and immediate consideration; and (2) to promptly initiate and complete appropriate corrective measures. The Commission is available to discuss or assist you with the appropriate corrective measures required.

Failure to initiate and complete corrective measures following receipt of the Notice of Noncompliance may result in the issuance of a Remedial Order (Chapter 297.8, et seq.).

☑ This facility was inspected on the date(s) indicated above. There were no deficiencies noted and upon review of this report by the Executive Director of the Texas Commission on Jail Standards, a certificate of Compliance may be issued per the requirements of VTCA, Chapter 511 and Texas Minimum Jail Standards.

Authenticated:

Martin P. Arnold

Martin P. Arnold, TCJS Inspector

Inter-Office Use Only

Received by:	4/21/2026 Date
Reviewed by:	4/21/2026 Date

cc: **Judge**
Sheriff

Individuals and/or entities regulated by the Texas Commission on Jail Standards shall direct all complaints regarding the commission procedures and functions to the Executive Director at: P.O. Box 12985 Austin, Texas 78711 (512) 463-5505 Fax (512) 463-3185 or at our agency website at www.tcjs.state.tx.us .

RECEIVED
By Gary Wigal at 1:30 pm, Apr 21, 2026

TEXAS COMMISSION ON JAIL STANDARDS

County:	Galveston		
Sheriff	Jimmy Fullen	Judge:	Mark Henry
email	jimmy.fullen@galvestoncountytx.gov	email	mark.henry@co.galveston.tx.us
Jail Administrator:	Jennifer Cagnon	Inspector:	Martin P. Arnold, TCJS Inspector
email	jennifer.cagnon@galvestoncountytx.gov		

Last Inspection: May 19, 2025 | Compliant: Yes | Inspection Date(s): May 14-17, 2026

Remedial Order: | Effect:

Reportable Incidents (Previous 12 month History)

Fires	0	Escapes	0
Deaths	0	Walkaway	0
Suicides	0	Secured	0

Contract Inmates Housed

Date Plans Approved: August 8, 2024

1. *Facility Name*: Galveston County Jail

Address	5700 Avenue H	Zip Code	77551
City	Galveston	State	TX
Phone #	409-766-2326	Fax #	409-766-2796
Built	2006	Renovated	N/A
Addition	N/A		
Type	Max	Number of Variances	1

Drill Time	2:19
Facility Capacity	1171
Average Daily Population	1094.17
Housing Total this Date	1061
Holding Total this Date	38

2. *Facility Name*: Galveston County Court Holding

Address	600 59th Street	Zip Code	77551
City	Galveston	State	TX
Phone #	409-766-2498	Fax #	409-765-3116
Built	2006	Renovated	N/A
Addition	N/A		
Type	Court Holding	Number of Variances	0

Drill Time	Tested
Facility Capacity	93
Average Daily Population	0.00
Housing Total this Date	0
Holding Total this Date	0

3. *Facility Name*: Crystal Beach Remote Holding

Address	946 Nobel Carl Drive	Zip Code	77650
City	Crystal Beach	State	TX
Phone #	409-765-2958	Fax #	409-765-0548
Built	2002	Renovated	N/A
Addition	N/A		
Type	Remote Holding	Number of Variances	0

Drill Time	Tested
Facility Capacity	25
Average Daily Population	0.00
Housing Total this Date	0
Holding Total this Date	0

Housing Capacity 1171

	Cells	Capacity
Sep Cells	35	35
Single Cells	164	164
M.O. Cells	70	608
Dorms	8	364
Neg Press Cells	16	16
Medical Cells	0	0

Notes: Negative Pressure Cells and Medical Cells are in the above count.

Holding Capacity 151

	Cells	Capacity
Holding Cells	16	128
Detoxification Cells	2	16
Violent Cells	17	7

Construction Security Level

Minimum Capacity	0
Medium Capacity	0
Maximum Capacity	1171

Females 189 (Female Population Today)

# of Cells	90
# of Bunks	207

Contract Inmates

100 + Capacity (30% + Non - TX)

☐ Yes ☑ No

Population: (During Inspection) ***Housing*** 1061 ***Hold/Detox/Violent*** 38 ***Total System Population*** 1099

Total Inspection Time 20 hours

Total Average Daily Population 1094.17

Interview with Court Representative ☑ Yes ☐ No

Sheriff

Jail Administrator

Commissioners Court Representative

RECEIVED
By Gary Wigal at 1:30 pm, Apr 21, 2026

rev. 6/20/27

TEXAS COMMISSION ON JAIL STANDARDS - INSPECTION REQUIREMENTS REVIEW

Martin P. Arnold, TCJS Inspector

Facility Name: Galveston County Jail **Date:** April 14-17, 2026

Chapter	Title	Comments
259	New Construction	Conducted a walk through inspection of the facility.
261	Existing Construction	Conducted a walk through inspection of the facility.
263	Life Safety	Inspected life safety equipment and conducted and observed emergency drill. Reviewed documentation. Conducted staff interviews.
265	Admission	Reviewed a random sample of 50 inmate files. Interviewed staff. Reviewed policy.
267	Release	Reviewed a random sample of 25 inmate files. Interviewed staff.
269	Records/Procedures	Reviewed policy and documentation. Interviewed staff and reviewed ADA compliance evaluation.
271	Classification	Reviewed a random selection of 50 inmate files. Reviewed staff training records. Reviewed internal classification audits. Reviewed policy. Interviewed staff.
273	Health Services	Reviewed a random selection of 50 files. Interviewed staff and inmates. Reviewed training records. Reviewed policy.
275	Supervision	Reviewed all 100 officer TCOLE certification records. Reviewed officer documentation. Interviewed
277	Personal Hygiene	Conducted a facility walk through. Reviewed facility schedule.
279	Sanitation	Conducted a facility walk through. Interviewed staff and inmates. Reviewed policy.
281	Food Service	Conducted walk through inspection in kitchen area. Interviewed staff. Reviewed documentation.
283.1	Discipline	Reviewed 25 disciplinary hearing records. Interviewed staff and inmates. Reviewed policy. Reviewed inmate rules.
283.3	Grievance	Reviewed 25 inmate grievance/complaints. Reviewed policy. Interviewed staff and inmates.
285	Exercise	Walk through of exercise area conducted. Reviewed documentation. Interviewed staff and inmates.
287	Education/Library	Reviewed policy and schedule. Interviewed staff and inmates.
289	Work Assignments	Reviewed policy and schedule. Interviewed staff and inmates.
291.1	Telephone	Reviewed policy and schedule. Interviewed staff and inmates.
291.2	Correspondence	Reviewed policy and schedule. Interviewed staff and inmates.
291.3	Commissary	Reviewed policy and schedule. Interviewed staff and inmates.
291.4	Visitation	Reviewed policy and schedule. Interviewed staff and inmates.
291.5	Religious Practices	Reviewed policy and schedule. Interviewed staff and inmates.
xxx	Variances	All facility variances were reviewed.
xxx	Remedial Orders	Not applicable.
xxx	Complaints	Not applicable.
xxx	CCQ	All required personnel are trained and certified with the CCQ system and inquiries are being performed on all inmates at intake.

RECEIVED
By Gary Wigal at 1:30 pm, Apr 21, 2026

CERTIFICATE OF COMPLIANCE

This is to certify that the

GALVESTON COUNTY JAIL

Has been duly inspected on

April 14-17, 2026

and has been found that date to be in compliance with

Texas Minimum Jail Standards

Under Authority of Government Code,
Chapter 511, Texas Commission On Jail Standards

Ricky Armstrong

Ricky Armstrong
Interim Executive Director

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*16.

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

Receive and file changes made to Galveston County's space allocation plan at the Old Moody Courthouse and Popovich building submitted by Facilities.

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	4/30/26 8:40 am
2	Dianna Martinez	Approve	5/1/26 4:27 pm

DEPARTMENT of ENTERPRISE SERVICES

MISTY WITMER, CGCIO *Director/Chief Information Officer*

Chris Martinez
Deputy Chief Information Officer

Mark Garcia
Assistant Facilities Director

April 22, 2026

Hon. Mark Henry
Hon. County Commissioners' Court
Galveston County Courthouse
722 Moody Avenue
Galveston, TX 77550

RE: Space Utilization Changes

Gentlemen,

Space allocation updates for the following:

Old Moody Courthouse, Galveston – Grants Administration will be relocated from the 4th floor to the 6th floor, former Facilities office location. The County Auditor's Office will now occupy the entire 4th floor. Enterprise Services IT division will be relocated to vacant space on the 6th floor and previous Veterans Services office. Enterprise Services will be relocated to the 5th floor in space previously vacated by the District Attorney's office.

Popovich Building, Galveston – The Veterans Services office Galveston location will be relocated to the Popovich building in a new office from a portion of the former small court room.

Sincerely,

Misty Witmer
Director/Chief Information Officer

OLD MOODY COURTHOUSE

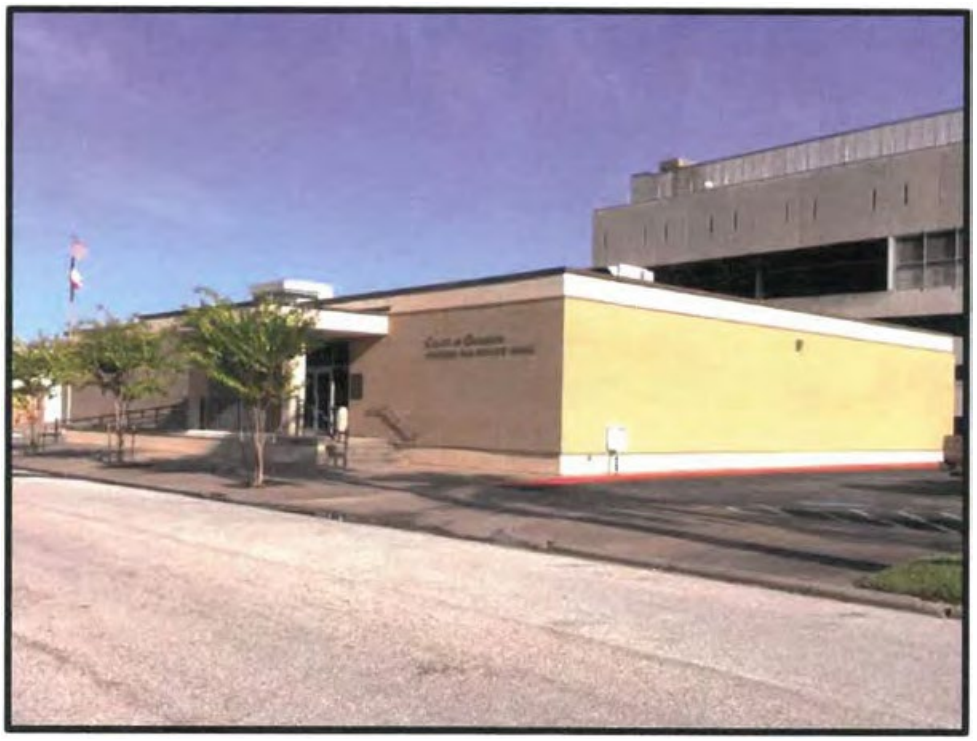
722 MOODY AVE., GALVESTON, TX 77550

Facility Description	
Administrative Offices	6 floors
Total Sq. Ft.	190,972

Department/Occupants	Location
Commissioners Court	1st Floor
Commissioner Pct. 1	1st Floor
Commissioner Pct. 2	1st Floor
Commissioner Pct. 3	1st Floor
Engineering	1st Floor
Museum	1st Floor
Tax Office	1st & 2nd Floors
County Judge's Office	2nd Floor
Enterprise Services, Information Technology	2nd Floor
Human Resources	3rd Floor
Professional Services	3rd Floor
County Auditor	4th Floor
Purchasing	5th Floor
Enterprise Services	5th Floor
Enterprise Services, Information Technology	6th Floor
Grants Administration	6th Floor
Mental Health	6th Floor

POPOVICH BUILDING

1922 SEALY ST., GALVESTON, TX 77550



Facility Description	
Constituent Services	1 floor
Total Sq. Ft.	12,812

Department/Occupants
Justice of the Peace Precinct 2
Constable Precinct 2
Constable Precinct 3
Veterans Services Office

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*17.

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

Consideration of resolution recognizing the Hitchcock High School Lady Bulldogs Basketball Team State Championship submitted by Commissioner, Precinct 2

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/4/26 4:45 pm

COUNTY OF GALVESTON

On this, the 11th day of April 2025, the **Commissioners' Court of Galveston County, Texas,** convened in a regularly scheduled meeting with the following members thereof present:

Mark A. 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; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, the **Galveston County Commissioners Court** proudly recognizes outstanding achievements by student-athletes whose dedication, discipline, and excellence bring honor to their schools and to our community; and

Whereas, on March 6, 2026, the **Hitchcock Lady Bulldogs** captured the UIL 3A Division I State Championship, defeating Shallowater 60–46 at the Alamodome in San Antonio; and

Whereas, this historic victory marks the first girls' basketball state championship in Hitchcock ISD history and the first girls' basketball state title ever won by any school in Galveston County, establishing the Lady Bulldogs as trailblazers and champions for generations to come; and

Whereas, the team's success was driven by exceptional performances, including T. Jones, who led all scorers with 18 points and secured 12 rebounds to record a dominant double-double and anchor the Bulldogs' presence in the paint; and

Whereas, K. Carroll contributed 14 points, converting 8 of 10 free throws while adding four rebounds, three assists, and two steals, providing leadership and consistency on both ends of the court; and

Whereas, S. Johnson added 13 points and nine rebounds, delivering steady scoring and strong defensive play throughout the championship matchup; and

Whereas V. Farris also scored 13 points, including three three-pointers, stretching the defense and keeping the Bulldogs' offense balanced and dynamic; and

Whereas, M. Blacklock provided critical minutes, defensive pressure, and key rebounds that helped maintain momentum during pivotal stretches of the game; and

Whereas, the Lady Bulldogs' championship run was defined by a total team effort, with 43% of their points scored in the paint, 30% from the free-throw line, and 20% from beyond the arc, demonstrating versatility, discipline, and the ability to attack the basket and draw fouls as the game progressed; and

Whereas, Hitchcock's defense proved equally decisive, turning stops into scoring opportunities through forced turnovers and second-chance points, showcasing the team's resilience, preparation, and competitive spirit; and

Whereas the **2026 Hitchcock Lady Bulldogs** will forever be remembered as the team that made history, inspired their community, and brought a state championship home to Bulldog Nation.

Now, Therefore, Be It Resolved that the **Galveston County Commissioners Court** hereby congratulates and honors the **2026 Hitchcock Lady Bulldogs Girls' Basketball Team** for winning the UIL 3A Division I State Championship and commends the athletes, coaches, families, and supporters whose dedication made this historic achievement possible.

Be It Further Resolved that a copy of this Resolution be presented to the team as a lasting expression of the Court's pride and appreciation.

Upon motion duly made and seconded, the above Resolution was unanimously passed on this 11th day of April 2026.

Attest:

County of Galveston, Texas

By:

_____
Dwight D. Sullivan, County Clerk

_____
Mark A. Henry, County Judge

_____
Darrell A. Apffel, Comm., Pct. #1

_____
Hank Dugie, Comm., Pct. #3

_____
Joe Giusti, Comm., Pct. #2

_____
Robin Armstrong, MD, Comm., Pct. #4

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*18.

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

Consideration of approval of nomination(s) to the Gulf Coast Workforce Board submitted by Commissioner, Precinct 3

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/4/26 4:26 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*19.

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

Receive and file Summary of Biweekly Personnel Movements pay period #09, April 09 - April 22, 2026, submitted by Human Resources.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 3:05 pm

Biweekly Movement for New Hires PP#09 - 04/09/2026 - 04/22/2026

Department	Employee	Hire Date	Job Profile	Salary
Mosquito Control	Adrian Adame	4/9/2026	Mosquito Spray Equipment Operator	$34,222.00
District Clerk	Caitlynne Doraty	4/9/2026	Deputy District Clerk	$34,222.00
Veterans Service	Cassie Gibson	4/13/2026	Veterans Service Officer	$80,138.00
Fleet	David Broussard	4/9/2026	Mechanic I	$41,596.00
District Clerk	David Hernandez	4/9/2026	Deputy District Clerk	$34,222.00
District Clerk	Shelby Ewing	4/9/2026	Deputy District Clerk	$34,222.00
Emergency Management	William Hageman	4/9/2026	Deputy Emergency Management Coordinator	$93,000.00

Biweekly Movement for Personnel Movement PP#09 - 04/09/2026 - 04/22/2026

Department	Employee	Transfer Date	Job Profile	Salary	Reason
District Clerk	Alondra Alvarez	4/9/2026	Senior Deputy County Clerk	$39,616.00	Promotion
District Clerk	Angelo Marenco	4/9/2026	Administrative Assistant II	$45,861.00	Promotion
Tax Office	Ayana McGlotha	4/9/2026	Property Tax Clerk	$37,729.00	Promotion
Tax Office	Brenda Starkey	4/9/2026	Accounting Technician III	$47,655.00	Promotion
Juvenile Justice	Charleston Hardy, Jr.	4/9/2026	Juvenile Supervision Officer	$51,570.00	Reassignment
Sheriff's Office	Christopher Sturdivant	4/9/2026	Investigator	$90,000.00	Promotion
Road & Bridge	David Barkley	4/9/2026	Heavy Equipment Operator II	$41,596.00	Promotion
Road & Bridge	Duane Aumann	4/9/2026	Heavy Equipment Operator III	$45,861.00	Promotion
Tax Office	Karie Rummell	4/9/2026	Customer Service Representative II	$35,933.00	Promotion
Sheriff's Office	Jacob Danesi	4/9/2026	Deputy Sheriff - T3	$75,000.00	Transfer
Tax Office	Jacqueline De La O	4/9/2026	Property Tax Specialist	$39,616.00	Promotion
Tax Office	Jessica Owens	4/9/2026	Customer Service Representative II	$35,933.00	Promotion
Sheriff's Office	Justin Newkirk	4/9/2026	Corporal	$90,000.00	Promotion
Tax Office	Mihaela Nicoara	4/9/2026	Accounting Technician II	$43,676.00	Promotion
Tax Office	Samantha Wright	4/9/2026	Customer Service Specialist	$39,616.00	Promotion
District Clerk	Sandra Orizaga	4/9/2026	Court Clerk Coordinator	$43,502.00	Promotion
Sheriff's Office	Stephen Perrone	4/9/2026	Corrections Officer III	$64,097.00	Transfer
District Clerk	Trae' Dunn	4/9/2026	Senior Deputy County Clerk	$39,616.00	Promotion
Tax Office	Virginia Haley	4/9/2026	Senior Accountant	$61,543.00	Promotion
Parks	William Comeaux	4/16/2026	Assistant Director Parks & Cultural Programs	$115,000.00	Promotion

Biweekly Movement for Terminations PP#09 - 04/09/2026 - 04/22/2026

Department	Employee	Termination Date	Job Profile	Salary
Sheriff's Office	Bryan Lima	4/14/2026	Corrections Officer I	$53,316.00
Sheriff's Office	Justin Tunnicliff	4/10/2026	Deputy Sheriff - T2	$70,000.00
County Clerk	Lucy Smith	4/22/2026	Recording Supervisor	$63,813.36
County Clerk	Stacy Laney	4/22/2026	Deputy County Clerk III	$35,933.00
Sheriff's Office	Stephen Hitzelberger	4/21/2026	Corrections Officer I	$53,316.00

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*20.

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

Consideration of approval of granting a reduction of a permit fee (Facility Permitting Policy, Section 5.1.2 and 5.1.3) for the Dickinson Optimist Club, for use of Paul Hopkins Park Pavilion for their annual "Little Buddy Fishing Tournament" Saturday, June 27, 2026 and the last Saturday in June 2027 & 2028, presented by the Parks & Cultural Services Department.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	4/21/26 10:29 am

COUNTY of GALVESTON
Department of Parks & Cultural Services

4102 Main Street (FM 519) • La Marque, Texas 77568
Phone: (409) 934-8100 • Fax: (409) 621-7986

Dickinson Optimist Club
FY-2023—FY25 Fee Reduction Request - Little Buddy Fishing Tournament
Saturday, June 27, 2026 and the last Saturday in June 2027 & 2028 for use of Paul Hopkins Park

5.1.2 Criteria for Requesting Reduction of a Permit Fee. The criteria for requesting such a reduction are:

i) Submit a written request to the Parks and Senior Services Department at least 90 days before the event;
ii) Describe the level of significant contributions the organization or agency has provided to a Galveston County park, Galveston County senior services and/or beach facilities, or the Galveston County community in the past year;
iii) Submit financial plans on the upcoming event, including all projected revenues and expenditures for the event;
iv) Submit background information regarding the organization or agency; and
v) Provide proof of current tax-exempt status or non-profit status, including IRS Form 990.*

Once all criteria are met, the Parks Department and Senior Services Department will submit the item to the Commissioners' Court agenda. Commissioners' Court will either approve reduction of the permitting fee or deny the request. A member of the organization requesting the reduction of a permit fee may be present at the Commissioners' Court meeting.

5.1.3 Options and requirements for Fee Reduction:

i) Fees may be reduced by up to 80%, but not to exceed a $1,000.00 reduction in fees.
ii) Admission to events receiving reduced fees must be open to the public free of charge. While event sponsors may charge for goods or services at the event, no admission or gate fee shall be charged.
iii) Galveston County must be identified as a sponsor of any event in which a fee is reduced. The County must be recognized on any and all print media, banners, websites and in a place of prominence at event locations during the event. Galveston County reserves the right to place a banner or signage at/in event grounds.
iv) Galveston County reserves the right to view sales and special event documentation at its request at any time.

Non-refundable user fees Amount:
Special Event User Fee (less than 100 attendees): $70.00
Fee Reduction Amount (80%): $56.00
Grand Total of User Fee Payment should reduction be approved: $14.00

*Please see attached request.

OPTIMIST CLUB OF DICKINSON

P.O. BOX 1091, DICKINSON, TEXAS 77539

Steve Smith, President
Cathy Hamil, Vice President
Robert Cobb, Vice President
Julie Masters, Secretary
Stacie Howell, Treasurer
James Ayers, Sgt at Arms

April 14, 2026

Galveston County Commissioners Court
722 Moody Avenue
Galveston, Texas 77550

Dear Commissioner Court:

I am writing, on behalf of the Dickinson Optimist Club, to request that the $70 Pavilion Rental Fee, at Paul Hopkins Park, be reduced for our event. The last Saturday in June each year, the Optimist Club of Dickinson will be hosting a free Fishing Tournament for kids, ages 5-13. This year's event will be June 27th. The event is meant to inspire and encourage the development of youth, in the belief that the giving of one's self in service to others will advance the well-being of humankind, community, life and the world. We also want to provide this opportunity to bring kids together with their parents or guardians for a morning of fishing, fellowship and fun.

Optimist International is an association of more than 3,000 Optimist Clubs around the world dedicated to "Bringing Out the Best in Children." Adult volunteers join Optimist Clubs to conduct positive service projects in their communities aimed at providing a helping hand to youth. With their upbeat attitude, Optimist Club members help empower young people to be the best that they can be.

The 11th Annual "Little Buddy Fishing Tournament" will be held on June 27th, 8am till noon in Paul Hopkins Park. Optimist will award prizes for various fish caught and serve hot dogs to all participants and their parents. We have provided all the necessary applications required to host the event in Paul Hopkins Park and were informed that this fee might be waived if requested in writing. Thank you for your consideration of this request, and thank for your support of this program, and supporting our mission to "bring out the best in children".

Sincerely,

Kenneth Eric Nurse, Event Chairman
Optimist Club of Dickinson
4161 Country Club Dr.
Dickinson, TX 77539

Optimist Club of Dickinson

optimistclubofdickinson@gmail.com

Galveston County - Parks & Cultural Services
4102 Main Street
La Marque, TX 77568
Phone: 409-934-8102 Fax: 409-621-7986
Scheduling Receipt

Creation Date: Thu Apr 9, 2026

PAYEE: **Kenneth Nurse**
Dickinson Optimist Club
PO Box 1091
Dickinson, Texas, United States
77539

Receipt #: 11953
Total Amount Due: $14.00
Amount Paid: $14.00
Balance Due: **$0.00**

Client #: 748
Phone 2: (281) 635-3681
Email: optimistkennurse@earthlink.net
Event: 2026 Little Buddy Fishing Tournament
Phone 1: (832) 561-4057
Status: Firm

Please make checks payable to Galveston County Parks Department.

Facility Times

Facility Name	Description	Date	Time	Price
Paul Hopkins Park - Facilities - Pavilion				
Individual/ Tax Exempt - $70.00 Daily Rate				
		Sat Jun 27, 2026	07:30AM - 12:30PM	$70.00
			Facility Subtotal:	$70.00
			Subtotal:	$70.00
			80% Discount:	-$56.00
			Total:	$14.00

Transactions

# 134643	**Date:** Apr 14, 2026 - 02:31PM	**Type:** Payment (# 10530)	**Method:** Visa		**Amount:**	-$14.00
Reason:	Kenneth Nurse # 11953					
# 134645	**Date:** Apr 9, 2026 - 12:00AM	**Type:** Payment (# 10531)	**Method:** Visa		**Amount:**	-$14.00
# 134647	**Date:** Apr 14, 2026 - 02:48PM	**Type:** Void (# 10530)	**Trans #**	134643	**Amount:**	$14.00
Reason:	Payment was made on 4/9/26					

Comments

Thank you for booking with Galveston County Parks & Cultural Services. We are open M-F from 8am-4:30pm and closed on County holidays. If you have any issues after-hours or on the weekends, please call 409-996-9883. Please note that payment for invoices for indoor/outdoor facility rentals and special events are due 30 days prior to your event. Credit/ debit card transactions incur either a 2.2% or $3.95 convenience fee (whichever is greater). Cancellations on unpaid balances will begin 25 days before the event date.

Subtotal: $14.00
Total: $14.00
Amount Paid: $14.00
Balance Due: **$0.00**

Powered by Univerus Rec

Date Viewed: Fri Apr 17, 2026 @ 01:27PM (CDT)

Galveston County Parks & Cultural Services
4102 Main Street (FM 519), La Marque, TX 77568
Office Hours: Monday-Friday; 8am-5pm
www.galvestoncountytx.gov

OUTDOOR FACILITY USE APPLICATION

Submit applications to Program-Info@galvestoncountytx.gov

Name of Applicant: Kenneth E. Nurse ID req. / age 21+/ DOB: 02/02/1970

Company Name (if applicable): Optimist Club of Dickinson Texas

Mailing address: P.O. Box 1091

City: Dickinson State: Tx Zip: 77539

Email address: optimistkennurse@earthlink.net

Cell Phone: (832) 561-4057 Other Phone: (832) 628-1854

Date(s) Requested: June 27th 2026 Start time: 07:30AM End Time: 12:30PM Facility:

- ☐ Bayshore Pavilion
- ☐ Carbide Park - North Pavilion
- ☐ Carbide Park - BBQ Hut
- ☐ Carbide Senior Pavilion
- ☐ Carbide Basketball Pav.
- ☐ Noble Carl Pavilion
- ☐ Gregory Pavilion
- ☐ Jack Brooks - Live Oak
- ☐ Jack Brooks - Veterans
- ☐ Jack Brooks - Highlands
- ☑ Paul Hopkins Pavilion
- ☐ Walter Hall BBQ Shed
- ☐ Walter Hall - Gazebo
- ☐ Walter Hall - North Pavilion
- ☐ Walter Hall - South Pavilion
- ☐ Fort Travis Pavilion
- ☐ Bayside - Pavilion
- ☐ ~~Range Quonset Pavilion~~
- ☐ Therapeutic Garden
- ☐ Other:

Type of event (family reunion, birthday party, etc.): Little Buddy Fishing Tournament

Total # attending event: 90

Moonwalk at event? ☐ YES ☒ NO **(Insurance required/Add $20) NO Waterslides or water activities allowed**

How many moonwalks# 0

Name of moonwalk company: N/A

*Will your event allow/provide alcohol? ☐ YES ☒ NO

*Will you need electricity? ☐ YES ☒ NO **(Add $10)** - No electricity available at Jack Brook Park - Live Oak-Pavilion Carbide - Senior Pavilion, Basketball Pavilion or Fort Travis Pavilion

What will you need electricity for? N/A

*Will your event have live music, a DJ, or amplified sound? (Security required) ☐ YES ☒ NO

If yes, please describe: N/A

*Will your event have crawfish/shrimp boil? ☐ YES ☒ NO

What activities/entertainment other than those listed above are you planning for your event: ***Note special requests must fill out special request form and may be subject to additional deposit fees.**

_____ This is a permit modification. The permit was modified on _____ (date). Staff use only

Galveston County Parks & Senior Services
4102 Main Street (FM 519), La Marque, TX 77568
Office Phone: 409-934-8101 Fax: 409-621-7986
OUTDOOR FACILITY USE AGREEMENT - Page 5

Teen Youth Party: Any misrepresentation in the intent, type or nature of a youth party will be grounds for cancellation of the event and forfeiture of the event user fee(s) and deposit paid to secure exclusive use rights for the Teen Youth Party. All Teen Youth Parties will be accompanied by a minimum of three (3) chaperones (adults, 21+) based upon the number of youth attending and a fee is being charged for admission; in addition the Permit Holder must initial below to
indicate that chaperones will be in attendance throughout the duration of the Event where entrance into the Event is open to the general public and not restricted to private use and/or attendance. Security is required for all "Youth Teen Parties". KEN **Initial**

Decorations: No decorations, additions or temporary structures may be affixed/added to any park structure at any time. Staples, tacks, or nails may not be used. **Candles, sparklers, piñatas, rice, confetti, silly string, smoke, fog machines and glitter are strictly prohibited.** Only birdseed and bubbles are permitted outside. KEN **Initial**

Glass Containers: No glass containers are allowed.

Alcohol restrictions: The only types of alcohol that may be consumed in County park facilities are wine and beer; liquor is prohibited.

General Information: Occasionally our facilities experience problems with electricity (where applicable). In such cases you or your organization will have the option of accepting the rental as is or rescheduling your event. We recommend Permit Holders to be prepared with batteries/generators as staff is not available to restore electricity on weekends or evenings. When possible, we will notify you in advance of problems with the facility. Thank you for your cooperation.

Should your event need to be rescheduled due to a staff/clerical error, health or safety issue, a County function or unforeseen events (i.e. deaths, sudden illness, loss of employment) or "Acts of God" (i.e. declared emergency and natural disasters), Permit Holder will be given notice at the earliest opportunity and User/Deposit Fees will be refunded or the event can be rescheduled.

Failure to abide by any of these General Conditions will automatically revoke the Permit and cancel the Reservation. All policies and fees in this application are subject to change.

Signature of Applicant

17APR2026
Date

Kenneth E. Nurse
Printed Name

Type text here

Thank you for choosing Galveston County Parks & Cultural Services to host your event! Should you have any comments, questions or concerns please call us at 409-934-8100, Monday-Friday from 8am-5pm.

* Submit completed applications along with copy of driver's license to Program-Info@galvestoncountytx.gov *

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*21.

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

Consideration of accepting a donation of 10 Live Oak trees to be planted at Walter Hall Park, from Trees For Houston, submitted by Parks and Cultural Services Department

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	4/29/26 11:30 am

TREES FOR HOUSTON

TREES FOR TEXAS

Chairman
Rhett Rentrop
President
Tom Flaherty
Vice Presidents
Barton Kelly
Larry W. Nettles
Treasurer
Pat McCelvey
Secretary
Andrew McCullough
Founding Chairman
Carroll Shaddock
Founding President
William M. Coats
Board of Directors
Alex Angelina
Rudeina Baasiri
Jim Boone
Martha Britton
Catherine Callaway
Sheila Condon
John E. Cutler
John Elkins
Brukendra Fillmore
Seth Flechsig
Mack Fowler
Debbie Gregg
Lauren Griffith
Olive Allen Hughes
Tai G. Ingram
Shawn Jackson
Bill King
Doug Knaus
Marc Laborde
David Marks
Laura Mayer
Tim McConn
Sarah Newbery
David Ott, Jr.
Lindsay Parker
Kim Pinyopusarerk
Alex Ramirez
Liz Rigney
Tom Ritter
Kristopher Stuart
Meredith Symonds
Bill Van Wie
Lou Waters
Dennis Wittry
Bobbi Brooke Worbington
Executive Director
Barry J. Ward
Board of Advisors
Chris Athon
Ethan Beeson
James B. Blackburn, Jr.
Darrell K. Bunch
Margaret Cooper
Lauren Levicki Courville
Sara Paschall Dodd
Rebecca Dubiski
Justin Dzik
Rodney Ellis
Cullen Geiselman
Guy Hagstette
Jennifer Hamelet
David Heaney
Donald L. Howell
Bill Jackson
Jonathan Judice
Joe Keefe
John Kirksey, Sr.
John M. Kirksey, Jr.
Shelton Mitchell
Vivie O'Sullivan
Francey Hawkins Pengra
Susan Sample
Jason Sexton
George Wm. Strake III
Brad Trentham
Duncan K. Underwood
Joe Bill Whittenburg
Carla Wyatt
John T. Young, Jr.

April 10, 2026

Jamie Hart
807 State Hwy 3 N
League City, TX 77573

Dear Jamie,

Trees For Houston is happy to partner with Galveston County Parks Department on the upcoming tree planting at Walter Hall Park. Trees For Houston will provide 10, 15-gallon Live Oak trees.

Trees For Houston's in-kind donation has a value of $900

This partnership will continue our efforts to build a healthier Greater Houston region and beyond for all to enjoy. Thank you for joining us in this essential effort to expand and enhance our urban tree canopy to provide everyone with the vital benefits trees provide to our community.

Sincerely,

Barry J. Ward
Executive Director

1911 W. 34th Street Houston Texas 77018
713-840-8733 • 713-840-8734 fax • www.treesforhouston.org • info@treesforhouston.org

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*22.

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

Consideration of an Agreement for the Donation of Certain Improvements between Houston Audubon Society and Galveston County submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/1/26 1:52 pm
2	Dianna Martinez	Approve	5/4/26 4:59 pm

Agreement for the Donation of Certain Improvements Between Houston Audubon Society and Galveston County, Texas

This Agreement for the Donation of Certain Improvements to Bolivar Peninsula ("Agreement") is made and entered into by and between The Houston Audubon Society ("Houston Audubon Society" or "Donor"), a 501(c)(3) non-profit charitable organization, and the County of Galveston, Texas ("Galveston County"), acting by and through its Commissioners Court. Houston Audubon Society and Galveston County may be referred to herein, individually, as a "Party" and, collectively, as the "Parties".

RECITALS

WHEREAS, Galveston County owns Fort Travis Park, located at 800 Anderson Avenue, Port Bolivar, Galveston County, Texas; Lauderdale Boat Ramp, located at the end of Yacht Basin Road, Bolivar Peninsula, Galveston County, Texas; 17th Street right of way, adjacent to the North Jetty, Bolivar Peninsula, Galveston County, Texas; and a parking lot located at 1234 Faggard's Slip Road, Bolivar Peninsula, Galveston County, Texas (together the "Improvement Sites"); and

WHEREAS, Houston Audubon Society conducts activities on the Bolivar Peninsula in Galveston County, Texas in furtherance of its mission to advance the conservation of birds and their habitats; and

WHEREAS, Houston Audubon Society received grant monies from the Texas Commission on Environmental Quality ("TCEQ"), in part, to promote and protect coastal habitats on the Bolivar Peninsula, using environmental Deep Water Horizon RESTORE Act grant funds and desires to install a new septic system at Fort Travis Park ("Septic System"), and Galveston County wishes to accept the same; and

WHEREAS, in addition, Houston Audubon Society wishes to donate improvements of a parking lot located at 1234 Faggard's Slip Road ("Parking Lot Improvements"), and Galveston County wishes to accept the same; and

WHEREAS, in addition, Houston Audubon Society wishes to donate certain informational signage ("Signage") described in Exhibit A, attached hereto, which is related to the mission and purpose of the Houston Audubon Society and nature tourism on the Bolivar Peninsula, and Galveston County wishes to accept the same; and

WHEREAS, as used herein, "Septic System", "Parking Lot Improvements," and "Signage" collectively the "Work".

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
INCORPORATION OF RECITALS

The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

ARTICLE II
GENERAL TERMS REGARDING INSTALLATION OF SEPTIC SYSTEM AND PAVING

2.1 Houston Audubon Society agrees to make and Galveston County agrees to accept an in-kind donation of the replacement of a Septic System at Fort Travis Park and Parking Lot Improvements at 1234 Faggard's Slip Road.

2.2 Houston Audubon Society shall bear all costs and burdens related to the removal and replacement of the Septic System at Fort Travis Park and Parking Lot Improvements at 1234 Faggard's Slip Road, including but not limited to procurement of vendors, design, construction, and oversight. Donor is responsible to make full, direct payment to its chosen vendors.

2.3 Galveston County shall bear all responsibility for the design criteria for the Fort Travis Septic System. The design capacity will be based on the current system design as approved in OSSF Permit 8485 on August 11, 1998, and a minimum of one year of current water bills reflective of anticipated system usage. Galveston County shall be responsible for providing all design information required by the Septic System design contractor and the Galveston County Health District. The County Engineer's approval is required for the capacity of the septic system prior to the start of the septic system design by the contractor.

2.4 Donor shall submit and the County Engineer, on behalf of Galveston County, shall promptly (within two weeks or less) review and either approve or provide comments to Donor's plans for the Septic System and Parking Lot Improvements ("Site Plans"), including a proposed timeline for completion. If the County Engineer does not approve of the Site Plans and instead provides comments to the same, Donor shall have the right to revise and resubmit its Site Plans to the County Engineer. In such case, the County Engineer shall review and either approve or provide further comments to the Site Plans. This process shall continue until the Site Plans are approved by the County Engineer. Site Plans for Parking Lot Improvements and the Septic System may be submitted separately.

2.5 Donor is responsible to obtain any and all other approvals as may be required of either Donor or Galveston County to complete the Septic System and Parking Lot Improvements from all governing federal, state, and local authorities. Donor also assumes all responsibility for the compliance of the Septic System and Parking Lot Improvements with any and all federal, state, and local laws, regulations, and rules; all applicable deed restrictions and covenants on the Improvement Sites; and all grant requirements which may govern or restrict the Improvement Sites.

2.6 Donor may begin to work on the Septic System and Parking Lot Improvements only after the Site Plans have been approved as required under Paragraphs 2.3, 2.4, and 2.5 above.

2.7 Donor shall notify the County Engineer once either or both the Septic System and Parking Lot Improvements have been completed. The County Engineer will then inspect the Improvement Sites to ensure that the Septic System and Parking Lot Improvements have been completed in accordance with the agreed-upon Site Plans. Donor is responsible to obtain final approval from all governing federal, state, and local authorities of the Work described herein.

2.8 Donor is responsible for curing any and all deficiencies identified by the County Engineer, Galveston County Parks Director, Army Corps of Engineers, Texas Commission on Environmental Quality and any other federal, state, or local regulatory authority relating to or arising out of the Work. Donor is responsible for compensating Galveston County for all costs and expenses incurred by Galveston County in remedying any deficiencies Donor fails to correct.

ARTICLE III
GENERAL TERMS REGARDING INFORMATIONAL SIGNAGE

3.1 Houston Audubon Society shall be responsible for the design of the Signage, subject to the approval of Galveston County, and shall bear all costs and burdens associated with the same.

3.2 Donor shall submit the proposed Signage design to the Galveston County Road and Bridge Director for review and approval. The design shall include signage location. If the Galveston County Road and Bridge Director requests any revisions, the Donor shall make such revisions as are requested and resubmit the Signage design to obtain the approval of the Galveston County Road and Bridge Director.

3.3 Donor is responsible to obtain any and all other approvals as may be required of either Donor or Galveston County to complete the Signage from all governing federal, state, and local authorities. Donor also assumes all responsibility

for the compliance of the Signage with any and all federal, state, and local laws, regulations, and rules; all applicable deed restrictions and covenants on the Improvement Sites; and all grant requirements which may govern or restrict the Improvement Sites.

3.4 Donor may begin to work on Signage creation and installation only after the Sign Plans have been approved as required under Paragraphs 3.2 and 3.3 above.

ARTICLE IV
OBLIGATIONS OF THE PARTIES

4.1 Galveston County grants Houston Audubon Society the right, privilege, and license to use and access the Improvement Sites in order to fulfill its obligations under this Agreement. Galveston County will provide supporting documentation for the Notice to Proceed required by the US Department of Treasury including deeds and clear title to the properties.

4.2 Houston Audubon Society shall perform its obligations under this agreement in accordance with the terms and conditions of the Bolivar Peninsula Nature Trail Contract, entered into between Houston Audubon Society and TCEQ, attached hereto as Exhibit B. Galveston County shall comply with applicable terms and conditions of the RESTORE Act and the contract between the TCEQ and Houston Audubon Society.

4.3 Houston Audubon Society shall be responsible for the repair of any damage to the Improvement Sites incurred during the course of fulfilling its obligations under this Agreement. In repairing such damage, Houston Audubon Society must restore the affected property to its condition prior to the commencement of its activity, excluding the improvements themselves. Donor is responsible to remedy any damages done by anyone acting on Donor's behalf, including but not limited to employees, volunteers, contractors, subcontractors, or suppliers.

4.4 Galveston County shall have complete ownership of the Work, together with any and all modifications or improvements to the Improvement Sites or other property at the Improvement Sites upon completion of the Work. Donor's responsibilities do not include any ongoing maintenance or repairs after acceptance of the Work by the County. Ongoing maintenance will be done at the expense of the County for the duration of the Estimated Useful Life ("EUL") of the improvements. Notice of Federal Interest ("NFI") will be recorded by Galveston County for the duration of useful life per 2 CFR 200.311 for all Improvement Sites.
The NFI must be acceptable to Houston Audubon Society, the Texas Commission on Environmental Quality (TCEQ), and, unless notified otherwise by TCEQ, the U.S. Department of the Treasury.

ARTICLE V
TERM, REMEDIES, AND DISPUTES

5.1 The term of this Agreement shall commence on the date indicated by the last signature of the Parties and shall continue until the improvements described herein have been made and all final approvals have been obtained, unless either Party terminates this Agreement as provided by this Article.

5.2 Either Party may terminate this agreement with or without cause or for convenience with 30 days written notice to the other Party. Upon termination under this paragraph, Donor shall promptly conclude any activity involving the improvements described herein, repair any damage made to the area for which the improvements were placed, and proceed with notification to the Director and any other federal, state, and local regulatory authority as required.

5.3 Except as otherwise specified herein, the rights and remedies of each Party under this Agreement shall be cumulative and shall not exclude any other rights or remedies the Parties may have at law or in equity.

ARTICLE VI
NO WAIVER OF IMMUNITY

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents, and volunteers, as a result of its execution of this Agreement and the performance of the covenants contained herein. Furthermore, no provision in this Agreement prohibits any other Party from seeking financial aid or in-kind reimbursement from any state or federal agency or program.

ARTICLE VII
NOTICE

All notices, requests, demands, and other communications required or permitted to be given by the Parties hereunder shall be in writing and shall be delivered in person or by email or by first class certified mail, postage and fees prepaid, to the address of the intended recipient as set forth below. All such notices, requests, demands, and other communications shall be deemed to have been received by the addressee, as follows: if by first class certified mail, three (3) days following mailing; if by email, immediately following transmission; or if by personal delivery, upon such delivery. All such notices, requests, demands, and other communications shall be sent to the following addresses:

To Donor:

Houston Audubon Society
ATTN: Jed Aplaca_____
440 Wilchester Boulevard
Houston, Texas 77079
Email: japlace@houstonaudubon.org

With a copy to:

Email: psmolen@houstonaudubon.org

To Galveston County:

County of Galveston
ATTN: Galveston County Judge
722 Moody Avenue, Floor 2
Galveston, Texas 77550

With a copy to:

Director, Department of Parks and Cultural Services
Galveston County Parks Department
4102 Main Street
La Marque, Texas 77568
Email: martha.lee@galvestoncountytx.gov

The foregoing addresses may be changed by any Party by giving written notice to the other Party as provided above.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 **Nature of Relationship.** The status of Donor under this Agreement shall be that of a charitable donor and independent contractor and not that of an agent, and in accordance with such status, each Party and its officers, agents, employees, representatives, and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives, or servants of the other Party.

8.2 **Insurance Requirements.** Donor shall cause any contractors, subcontractors, or other entities working on the Property on Donor's behalf to obtain and 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. **Galveston County must be listed as an additional insured on the policy and shall be provided with no less than thirty (30) days prior notice of any changes to the policy during the term of this Agreement.**

> For damages arising out of bodily injury to or death of one person in any one incident: ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS.
>
> For damages arising out of bodily injury to or death of two or more persons in any one incident: THREE HUNDRED THOUSAND AND NO/100 ($300,000.00) DOLLARS.
>
> For any injury to or destruction of property in any one incident: ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS.

Donor shall be responsible for providing to its employees all statutory coverage for worker's compensation, unemployment, disability, and other coverages as required by law. Donor shall ensure that all of its contractors, subcontractors, and anyone acting for Donor pursuant to this Agreement complies with this paragraph.

8.3 **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of law principles.

8.4 **Venue and Jurisdiction.** Exclusive venue for any actions or disputes relating to or arising from this Agreement shall be in a court of competent jurisdiction in Galveston County, Texas.

8.5 **Exercise of Rights and Waiver.** The failure of any Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof, nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

8.6 **Assignment.** Donor may not assign, transfer, or delegate this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of Galveston County.

8.7 **No Third-Party Beneficiary.** No provisions of this Agreement shall in any way inure to the benefit of any person or third-party so as to constitute any such person or third-party as a third-party beneficiary under this Agreement, or of any one or more of the terms of this Agreement or otherwise give rise to any cause of action in any person not a Party hereto.

8.8 **Compliance with Law.** The Parties, including any officers, employees, agents, volunteers, or contractors working in furtherance of this Agreement, will observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this Agreement.

8.9 **Headings and Construction.** The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement may have been prepared by one of the Parties, the Parties confirm that they and their respective counsel have reviewed, negotiated, and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole, and any presumption that ambiguities are to be resolved against the primary drafting Party shall not apply. All Appendices and Attachments referenced in this Agreement are incorporated in and form a part of this Agreement.

8.10 **Severability.** If any term or provision of this Agreement shall be deemed unenforceable or invalid or illegal in any respect, the unenforceability, invalidity, or illegality shall not affect any other term or provision of this Agreement, but this Agreement shall be construed as if such unenforceable, invalid, or illegal term or provision had never been contained herein.

8.11 **Entire Agreement.** This Agreement, including any exhibits and other documents referred to herein, shall constitute as the complete agreement between the Parties and shall supersede any prior understandings, agreements, or representations by or between the Parties, written or oral, which may have related to the subject matter hereof. This Agreement may be amended only by mutual written agreement signed by the Parties.

8.12 **Counterparts.** This Agreement may be executed in one or more counterparts, any of which need not contain the signatures of more than one Party, but all such counterparts taken together will constitute one and the same instrument.

ARTICLE IX
INDEMNIFICATION

DONOR AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS GALVESTON COUNTY AGAINST ANY AND ALL CLAIMS, LIABILITIES, CASES, ACTUAL OR THREATENED ENFORCEMENT, LEGAL ACTIONS, PENALTIES, FINES, OR DAMAGES WHATSOEVER ARISING IN WHOLE OR IN PART FROM

OR RELATED TO THIS AGREEMENT OR THE WORK, INCLUDING ANY DEGREE OF MIXED FAULT OF DONOR AND GALVESTON COUNTY, BUT EXCLUDING THE SOLE ACTS OR OMISSIONS OF GALVESTON COUNTY. FOR THE AVOIDANCE OF DOUBT, DONOR'S INDEMNITY OBLIGATION SPECIFICALLY INCLUDES ANY CLAIMS BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCY THAT THE WORK DOES NOT COMPLY WITH ANY STATUTE, REGULATION, RESTRICTIVE COVENANT, DEED RESTRICTION, OR GRANT REQUIREMENT APPLICABLE TO EITHER THE LICENSEE OR GALVESTON COUNTY.

ARTICLE X
AUTHORITY TO ENTER INTO AGREEMENT

The Parties represent and warrant that they are duly authorized to execute this Agreement in the capacities in which each have signed it, and that all necessary permissions, approvals, and formalities have been obtained to make the execution of this Agreement effective and binding.

This Agreement is hereby EXECUTED by the Parties hereto in duplicate counterparts, each of which shall constitute an Original, to be effective as of the date of the latest signature below.

Galveston County:

By: _____
Signature

_____
Name

_____
Title

_____
Date

Donor:

By: _____
Signature

Jed Aplaca
Name

President & CEO
Title

March 9, 2026
Date

Attest:

_____
Dwight Sullivan, County Clerk

Texas Commission on Environmental Quality
Subgrant Reimbursement Contract ("Contract")
CONTRACT SIGNATURE PAGE

Contract Name:	**Bolivar Peninsula Nature Trail**
Contract Number:	**582-23-44934**
Performing Party:	**Houston Audubon Society (HAS)**
Identification Number:	**237011870**
Maximum Authorized Reimbursement:	**$2,853,631.00 (Not to Exceed Amount)**

Effective Date: ☒ Date of last signature
Expiration Date: **October 31, 2024** ☐ Last day of Fiscal Year in which the Contract was signed

☐ If checked, this Contract requires matching funds. Match Requirement: N/A
☒ If checked, this Contract is funded with federal funds.

CFDA Number: **21.015** UEI Number: MUREZZ74E4A5
Federal Grant Number: **RDCGR480114-01-02**

This Contract is entered under: ☐ Gov't Code ch. 771 ☐ Gov't Code ch. 791 ☒ Water Code § 5.124

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and Houston Audubon Society, a Non-profit entity, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas and applicable federal laws.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by TCEQ, Performing Party will conduct Contract Activities as part of its own authorized organizational functions and TCEQ will reimburse Allowable Costs subject to the Uniform Guidance, 2 CFR Part 200 (Uniform Guidance) and this Contract.

Texas Commission on Environmental Quality (TCEQ)

Authorized Signature

Steven Schar
Printed Name

Deputy Executive Director
Title

5/15/2024
Date

Aaron Stoke
Procurements & Contract Representative

Aaron Stoke - CTCM, CTCD
Printed Name

May 13, 2024
Date

Houston Audubon Society
(Performing Party)

Authorized Signature

Helen Drummond
Printed Name

President and CEO
Title

Date of Signature 5/9/24
Date

CONTRACT DOCUMENTS LIST

This Contract between TCEQ and Performing Party consists of the Contract Documents listed on this page and marked by an "X." Documents on this list include all amendments. In this Contract, the Contract may be referred to as: "Contract," "Agreement," "Grant Agreement," "Subgrant Contract," or "Subgrant." The term "Award" does not refer to this Contract but to the federal RESTORE Award, and any amended awards issued to the TCEQ and included as Attachment L hereto. The Contract includes all the Contract Documents. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All Contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules and regulations.

☒ Contract Signature Page
☒ Contract Documents List (this page)
☒ Federal Section (Including Attachment I and Completed Forms)
☒ Special Terms and Conditions
☒ RESTORE Program Terms and Conditions
☒ Subgrant Activities (including Project Statement – **Attachment A**)
☒ General Terms and Conditions
☒ **Attachments:**

Attachment A: Project Statement
Attachment B: Estimated Subgrant Budget
Attachment C: TCEQ Financial Status Report (FSR)
Attachment D: Texas Commission on Environmental Quality Release of Claims
Attachment E: FFATA - Federal Funding Accountability and Transparency Act (FFATA) Reporting Form
Attachment F: RESTORE Act Direct Component Certification
Attachment G Disclosure of Lobbying Activities Form (SF-LLL) and instructions
Attachment H: SF–PPR–Performance Progress Report
Attachment I: Restore Act - Financial Assistance Standard Terms and Conditions and Program-Specific Terms And Conditions (December 2018)
Attachment J: Reserved
Attachment K: Reporting Requirements (Attachment K identifies certain attachments included in this list which must be used to comply with reporting requirements)
Attachment L: Financial Assistance Award (including amendments 1 and 2)
Attachment M: Restore Act Milestone Report
Attachment N: Assurances – Construction Programs
Attachment O: Restore Act Status of Performance Report
Attachment P: Covenant of Purpose, Use and Ownership
Attachment Q: SF-429 - Real Property Status Report

FEDERAL TERMS AND CONDITIONS

[SEE ATTACHMENT I]

This Grant Award is funded by a Federal Financial Assistance Award from the United States Department of the Treasury under ID Number RDCGR480114-01-02. TCEQ as recipient and **Houston Audubon Society** (Performing Party) as subrecipient must follow all applicable requirements of 2 CFR Part 200 and of Financial Assistance Award No. ID Number RDCGR480114-01-02, which includes the Restore Act Financial Assistance Standard Terms and Conditions and Program-specific Terms and Conditions (December 2018) attached to this Subgrant Contract on the following pages. Performing Party must follow all requirements which apply to subrecipients on their face and also must provide all information and perform all activities necessary to enable TCEQ to meet its own requirements as recipient.

SPECIAL TERMS AND CONDITIONS

These Special Terms and Conditions add to, or in the case of conflicts, supersede and take precedence over the RESTORE Program Terms and Conditions and General Terms and Conditions set forth in this Subgrant Contract (except for Restore Act Financial Assistance Standard Terms and Conditions and Program-specific Terms and Conditions (December 2018) which shall take precedence).

1. **Estimated Useful Life.** An Estimated Useful Life (EUL) must be established for expenditures under this Subgrant Contract which Performing Party characterizes as a capitalized asset in accordance with Performing Party's established accounting methods.
2. **Land Improvements.** Any improvements to land which are necessary to complete the Subgrant Activities and are to be funded under this Subgrant Contract must have prior written approval of TCEQ and Treasury.
3. **Notice to Proceed.** Performing Party and any lower tier contractors must not commence construction until Treasury has provided written permission to commence construction. If construction is commenced before receiving permission from Treasury, Performing Party and its contractors proceed at their own risk and might not be reimbursed for costs incurred. TCEQ will provide Treasury with a written request to commence with the required information. Performing Party must provide the required information to TCEQ after the contractor performing the construction is selected and at least **45 calendar** days before construction begins.
4. **Insurance.** Performing Party shall require all contractors and subcontractors providing work to complete the Project to maintain necessary liability and property insurance during all times from the start of construction to completion. Upon request, Performing Party shall produce to TCEQ evidence of insurance coverage, including certificates of insurance; declaration pages; insurance policies; and other related insurance documents.
5. **Prevailing Wage Rates.** If applicable, Performing Party, and its contractors and subcontractors, must comply with all requirements under **Texas Government Code Chapter 2258** regarding prevailing wage rates. Performing Party shall include language in its contracts that flow down applicable requirements of **Texas Government Code Chapter 2258**.
6. **Flow Down Requirements.** Performing Party must ensure that all contracts include provisions that flow down all applicable Federal Terms and Conditions of the Award to TCEQ (Restore Act Financial Assistance

Standard Terms and Conditions and Program-specific Terms and Conditions (December 2018).

7. **Reimbursement Requests**. The following information must be provided with all reimbursement requests.
    a. Documentation that evidences work performed during the billing period and which costs are being requested in the invoice. The documentation should include all invoices and back-up submitted by Performing Party, and its contractors. The documentation should also include evidence of payments and/or drawdowns of advanced payments for the work being invoiced. The documentation should also include a release of claims for work being invoiced and paid.
8. The Federal Conditions (**Attachment I**) are also referred to as "Restore Act - Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (December 2018)." Either title may be used interchangeably.
9. **Data and Quality.**
   The following provisions replace the **DATA AND QUALITY** provision (Article 9) of the General Terms and Conditions:
    a. **Quality and Acceptance**. Recipient shall ensure that all activities performed under this Subgrant Agreement are complete and satisfactory, and shall ensure that commercially reasonable quality and acceptance criteria, and materials and equipment handling requirements, are included in all contracts for performance of work funded by this Subgrant Agreement.
    b. **Quality Assurance**. Recipient shall make available to TCEQ and Treasury, upon request, any Quality Assurance Project Plan (QAPP) prepared by recipient or its subrecipients or contractors for work and activities to be performed under this Subgrant Agreement. If any work performed under this Contract involves the acquisition of environmental data that is expected to be used for any program listed in Appendix A of the TCEQ Quality Management Plan (QMP) as amended, that work must be performed in accordance with a QAPP that meets all applicable EPA quality assurance requirements. The TCEQ QMP is updated annually. The latest version of TCEQ QMP is available upon request from TCEQ.
    c. **Best Available Science**. Each activity funded under this agreement that protects or restores natural resources must be based on the best available science, as that term is defined in 31 CFR Part 34.
    d. **Laboratory Accreditation**. If any laboratory data or analyses provided under this Contract is subject to 30 Texas Administrative Code Section 25.4, it must be prepared by a laboratory that is

accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code Section 25.6. However, the parties do not anticipate that any laboratory data and analyses performed under this Subgrant Agreement will be subject to 20 TAC Section 25.4, and therefore, this requirement shall be deemed inapplicable unless TCEQ informs Performing Party, in writing and in advance, of any specific laboratory data or analyses to which this requirement will apply.

10. **Environmental Compliance.** Subgrantee must identify all environmental issues created by the project and explain how these have been or will be addressed and resolved. This information, if applicable, must be provided in Subgrantee's Work Plan.

11. **Compliance with Special Award Condition**. Performing Party must comply with all requirements of the award (RDCGR480114-01-02) including Special Award Conditions (SACs).

    Special Award Condition:

    SAC Number: SAC3

    SAC Text: (Updated with RDCGR480114-01-02): Prior to each permission to commence construction, TCEQ must submit to Treasury evidence, satisfactory to Treasury, that TCEQ has either reviewed the subrecipient's procurement policies and procedures or the subrecipient's self-certification of its procurement systems per 2 CFR § 200.324. (Superseded by 2 CFR § 200.325(c)(2))

12. **Disposition.** In accordance with federal regulations, in the event of Performing Party's non-compliance, or in the event that the Property is no longer needed or can no longer serve the purpose for which it was acquired under this Grant Contract, then Performing Party shall request disposition instructions from TCEQ and Treasury.

13. **Recording of Federal Interest.** Performing Party must record a Covenant of Purpose, Use and Ownership against the Property which includes language set out in **Attachment P**, attached.

14. **Close Out.** Performing Party must submit all final documentation – including final invoice(s), backup for costs requested to be reimbursed, release of claims, final reports (accepted by TCEQ); inventory of any unused supplies and equipment with a present value over $5,000, project photographs, and as-built plans – prior to the **45th calendar day** after the subgrant end date (expiration date). Time is of the essence to comply with this deadline as TCEQ will be required to meet close out deadlines for the award established by Treasury.

15. **Title VI and LEP (Limited English Proficiency) Compliance.** Performing Party must comply with Title VI and LEP requirements. Performing Party must conduct an analysis to determine what actions are necessary for the grant activities to meet Title VI and LEP requirements. Performing Party shall coordinate with TCEQ regarding its findings and proposed plan to ensure Title VI and LEP compliance for grant activities including written materials and signage information presented in alternative languages other than English. TCEQ shall have the ability to provide Performing Party with comments.

END OF SPECIAL TERMS AND CONDITIONS

RESTORE PROGRAM TERMS AND CONDITIONS

These Restore Program Terms and Conditions add to, or in the case of conflicts, supersede and take precedence over the General Terms and Conditions set forth in this Subgrant Contract (note that the Restore Act Financial Assistance Standard Terms and Conditions and Program-specific Terms and Conditions (December 2018) and the Special Terms and Conditions shall take precedence over these Restore Program Terms and Conditions).

1. FEDERAL FINANCIAL ASSISTANCE AWARD

Performing Party must comply with all conditions applicable to Performing Party as a subrecipient set out in the Award received from Treasury, including those set forth in the Federal Section attachment. All activities and costs under the Subgrant Contract must be eligible in accordance with the RESTORE Act under 33 USC 1321(t)(1); the Uniform Guidance (2 CFR Part 200); 31 CFR Part 34 (U. S. Department of the Treasury Regulations for RESTORE); and all applicable federal and state laws and regulations.

2. BUDGET AND ALLOWABLE COSTS

2.1. Budget

2.1.1. Performing Party must comply with the budget in the Work Plan approved by TCEQ. The Budget and all amounts set out in line items shall be subject to the Award and its conditions. Performing Party may transfer funds among direct cost categories without further approval provided such transfers do not exceed in the aggregate ten (10) percent of the total budget. Performing Party must request a work plan amendment showing all transfers, including those that do not exceed in the aggregate 10 percent of the total budget. Upon approval by TCEQ, the amended work plan will be incorporated into this Contract as though it is a document revised under General Term and Condition Section 1.2. The ten percent (10%) limit dose not reset with the approval of each amended work plan. The 10% threshold only resets when an amendment is signed by the parties, reflecting changes to the budget.

2.1.2. For those proposed transfers that exceed the 10 percent threshold, a request with justification of purpose must accompany an amended work plan prior to funds being expended. Approval must be received from TCEQ before the project can move forward. Performing Party may not transfer amounts to budget categories containing zero dollars without TCEQ pre-approval in writing.

2.2. All reimbursed costs must be allowable under the RESTORE Act under 33 USC 1321(t)(1); the Uniform Guidance (2 CFR Part 200); 31 CFR Part

34 (U. S. Department of the Treasury Regulations for RESTORE); and all applicable federal and state laws and regulations.

3. REIMBURSEMENT REQUESTS

3.1. Invoices – Request for Payment

Using **Attachment C (Financial Status Report)**, Performing Party must electronically submit all invoices in pdf format, to the following e-mail address: RestoreGrants@tceq.texas.gov. The subject line of the email must contain the following information: 1) Performing Party's Project Name; 2) (Last 5 digits of the contract number); 3) FSR; - 4) month and year of the FSR. (e.g., "**Bolivar Peninsula Nature Trail (44934) FSR – Aug 2023**"). The invoice must be legible and shall be in U.S dollars and cents. Performing Party will invoice TCEQ monthly on the 10th day of each month for reimbursement of the full amount of TCEQ's share of the actual costs up to a not to exceed amount of **$2,853,631.00.** The actual amount due from TCEQ may be proportionately reduced if the actual costs are less than Performing Party estimates in the Approved Budget from all contributing funding sources.

3.2. Performing Party must require its subcontractors and subgrantees to also invoice on a monthly basis. These costs, along with required documentation set forth in the FEDERAL FINANACIAL ASSISTANCE AWARD of the SPECIAL TERMS AND CONDITIONS in this Subgrant Contract, shall be included in the Performing Party's monthly invoice submission.

3.3. Invoices must also include backup documentation for Performing Party and subcontractor costs. Invoices should include only requests for reimbursement of costs of work performed which is readily identified in the FSR.

3.4. Supporting Documentation

Performing Party will establish and maintain records of costs in accordance with the Uniform Grant Guidance (2 CFR Part 200) and generally accepted accounting principles and practices. With each invoice, Performing Party will submit, in a format acceptable to TCEQ, an itemized breakdown of costs, together with supporting documentation. Reimbursable items in the invoice must have corresponding copies of receipts with dates, prices, and item descriptions clearly legible in order for payment to be rendered, including copies of: utility bills, repair part receipts, hotel receipts (credit card receipt and hotel receipt), meal receipts, and airline tickets.

3.4.1. **Personnel Costs.** For requests for reimbursement of personnel costs, Performing Party must provide information

in the FSR which, at a minimum, identifies the task and/or deliverable worked upon for the time charged. If costs are based upon an estimated percentage of time, Performing Party must certify such estimated time through an after the fact certification described in section 22 of the RESTORE Program Terms and Conditions below.

3.5. **Legibility and Organization**

If a receipt is not legible, TCEQ may request additional information, disallow the amount, or reject the invoice. Each group of receipts must be separated by a tally sheet itemizing each receipt with a total. (For example, all hotel receipts are grouped together with a tally sheet itemizing each receipt.) Please note that this requirement is designed to expedite payment to the Performing Party.

3.6. **Release of Claims**

As a condition to final payment or settlement, or both, Performing Party shall complete and deliver to TCEQ a release of all claims against the TCEQ with the final invoice. Performing Party shall use the form provided under **Attachment D** for the Release of Claims.

4. MAXIMUM AUTHORIZED REIMBURSEMENT AMOUNT

This Subgrant Contract has been authorized by TCEQ management up through the Maximum Authorized Reimbursement shown on the Contract Signature Page. Total TCEQ expenditures under this Subgrant Contract must not exceed the Maximum Authorized Reimbursement over the entire term of the Subgrant Contract, unless this Subgrant Contract is amended in writing in accordance with the terms of this Subgrant Contract. The Maximum Authorized Reimbursement is a not-to-exceed maximum amount which is available for reimbursing reasonable and allowable costs. These funds are authorized by TCEQ only to the extent of Treasury's authorization and only up to the total amount of actual costs that are reasonable, necessary, and allowable for reimbursement.

5. AUTHORITY FOR INDIRECT RATES

If applicable, Performing Party must comply with the Uniform Grant Guidance (2 CFR Part 200) relating to indirect cost rates and provide TCEQ with a copy of their approval letter from the appropriate cognizant federal agency.

6. GRANTEE PERFORMANCE EVALUATION

Performance evaluations are a part of the TCEQ review of the Performing Party, and may be a factor in the selection of future grants. The TCEQ may provide this information to state agencies and others. Performing Party consents to the disclosure of any information or opinion in the evaluations, excluding any protected personally identifiable information (PII) or

confidential information described under Article 9 (Public Information Act) below.

7. SUSPENSION OF WORK

At any time and without cause, TCEQ may suspend the Work or any portion thereof by providing notice in writing to Performing Party. If Work is to be resumed by the Performing Party, TCEQ will notify Performing Party of the date on which Work will be resumed, and Performing Party shall resume the Work on the date so specified.

8. PUBLICITY AND REPORTING

8.1. Performing Party agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Subgrant Contract or activities performed or funded under it, and to promptly inform TCEQ prior to release to the news media of information related to this Subgrant Contract or activities performed or funded under it. Performing Party agrees not to use the TCEQ logo or the TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.

8.2. Any publication related to work funded under this Agreement shall include the following notice.

> *This project was paid for [in part] with federal funding from the Department of the Treasury through the State of Texas under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act).*
> *The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the State of Texas or Department of the Treasury.*

9. PUBLIC INFORMATION ACT

Documents and records created in connection with this Subgrant Contract or activities funded under it are governed by the Texas Public Information Act (PIA) and may be subject to public release under the PIA, regardless of whether they are created by the TCEQ, Performing Party, or (in most cases) by a subrecipient, or (in some cases) by a subcontractor.

TCEQ has primary responsibility for complying with the PIA.

For records in the possession of TCEQ: Performing Party agrees that TCEQ shall have the discretion to determine whether information in its possession should be released or whether an exception should be pursued from the Texas Attorney General. If Performing Party submits information to TCEQ which it believes is subject to a PIA exception and should not be released, it shall mark each page of such information with “CONFIDENTIAL; INFORM

PERFORMING PARTY AND SEEK OAG OPINION PRIOR TO RELEASE" or a similar statement.

For records in the possession of Performing Party, a subrecipient, or a subcontractor. If Performing Party, a subrecipient, or a subcontractor receives a PIA Request, it must immediately transfer to the TCEQ a copy of the request and all documents which are responsive to the request. If the entity receiving the PIA request is not in a direct relationship with TCEQ it must deliver a copy of the same to all parties in privity of contract between it and TCEQ. Performing Party shall ensure that its contracts set out language to enforce these requirements.

10. OTHER FUNDING SOURCES

If Performing Party or a subrecipient receives funding from sources (including public or private entities) other than this Subgrant Contract and uses those funds to supplement funding for projects being funded using Subgrant Contract funds, then Performing Party must disclose such funding as early as possible and in any case prior to making financial commitments or expenditures using those funds. In accepting or expending those funds, Performing Party must avoid duplication of effort and conflicts of interest. If Performing Party or a subrecipient anticipates or reasonably should anticipate that acceptance or expenditure of those funds might lead to an actual or apparent duplication of effort or conflict of interest, Performing Party shall promptly notify TCEQ. Without prejudice to TCEQ's rights to do so under other provisions of this Subgrant Contract, TCEQ may impose additional requirements under this Subgrant Contract, or suspend or terminate all or a portion of this Subgrant Contract, if in TCEQ's judgment it is necessary to prevent duplication of effort or conflict of interest. To the extent possible (depending in part on the amount of notice given to TCEQ of the potential duplication or conflict), TCEQ will provide Performing Party reasonable notice of its intended action, and in any event will use its best efforts to inform Performing Party of its intended action before Performing Party has made any commitment involving the acceptance or expenditure of those funds.

Without prejudice to the legal and contractual rights of federal or state auditors (including TCEQ auditors and contract management staff) to review records related to this Subgrant Contract, the parties acknowledge their intent that this provision apply to funds used to pay expenditures directly related to Subgrant Activities (including capital acquisitions) funded through this Subgrant Contract. Performing Party must identify payments of all project costs, including payments using funds other than RESTORE funds. TCEQ must be able to track the payment of all funds in addition to RESTORE funds, as required by Treasury.

11. CONTINUING OBLIGATIONS

Performing Party must cooperate with TCEQ in complying with all continuing reporting obligations of Treasury for the Award, including yearly data report submissions, status or real property reports at determined multi-year frequencies and other reporting requirements of Treasury. See **Attachment K** for reporting requirements.

12. BONDS

Performing Party shall be responsible for securing all bid, payment and performance bonds necessary to comply with requirements under 2 CFR Part 200, including §200.326. Upon request, Performing Party shall provide evidence to TCEQ documenting compliance with §200.326.

13. REPORTS/MEETINGS

Performing Party shall provide TCEQ with a quarterly Performance Report (**Attachment H**) and a quarterly Milestone Report (**Attachment M**) and quarterly Status of Performance Report (**Attachment O**) in accordance with requirements set out in **Attachment K**.

Upon reasonable notice by TCEQ, Performing Party shall attend meetings with TCEQ staff to discuss the progress of the project and other issues relating to the Subgrant Contract or reimbursement of costs.

14. RECORDING FEDERAL INTEREST

Treasury shall have a federal interest as defined in 2 CFR 200.41 in the Property or monies used in the acquisition of the Property and shall have a right to recover the Property or monies from Performing Party in the event of noncompliance in accordance with 2 CFR 200.338. Performing Party must record a Covenant of Purpose Use, and Ownership (Covenant) against the Property which includes language set out in **Attachment P**, attached. Performing Party shall provide TCEQ an Attorney Certification of Recording reflecting the recording of the Covenant which comports to language set out in **Attachment Q**, attached.

15. RETURN OF GRANT FUNDS

TCEQ's subaward to Performing Party is conditioned upon Performing Party's compliance with the terms and conditions of the subaward, including applicable federal terms and conditions. TCEQ, as the recipient of the federal award, must flow down obligations in the federal award to any subrecipient and ensure compliance. By accepting this subaward, Performing Party acknowledges these conditions and accepts these obligations, including providing TCEQ and Treasury reasonable access to conduct an audit. Performing Party further acknowledges that payments made to Performing Party are conditioned upon compliance with terms and conditions of the subaward and subject to TCEQ's and Treasury's right to require the return of funds based upon the results of an audit.

16. CHANGES IN TOTAL PROJECT COSTS

16.1. **Decrease in Total Project Costs.** If the actual Total Project Costs are less than the Estimated Total Project Costs stated in the approved Work Plan Budget, the Parties may amend the Contract to reflect the decrease. If required by the award, the amended amount may include a reduction of the final Reimbursement Costs determined by a percentage basis that is equal to or less than the percentage for RESTORE funds originally budgeted. By way of example, if RESTORE funds make up 20% of the original Total Project Budget of $1,000,000 requiring RESTORE funds to be paid out in the amount of $200,000 and the actual Total Project costs were only $800,000 (decrease), then RESTORE funds would have a corresponding decrease to $160,000 as Reimbursement Costs of the actual Total Project Costs.

16.2. **Increase in Total Project Costs.** If Performing Party cannot complete the project for the amount stated in the approved Work Plan Budget amount, the Parties may amend the Contract to: 1) modify or reduce the scope of the grant activities; or 2) amend the approved Work Plan Budget to allocate additional funds (other than RESTORE funds). In no event shall TCEQ be required to reimburse costs in excess of the approved Work Plan Budget amount unless approved in writing by TCEQ and Treasury.

17. RECORDS, ACCESS, AND AUDIT

17.1. The Federal Government and its agencies will have the same rights of access to records as are granted to, assigned to, or reserved by the TCEQ under this Contract. The Performing Party shall maintain fiscal records and supporting documentation for all expenditures of funds pursuant to 2 CFR Part 200, Subparts D and F, as appropriate.

17.2. In accordance 2 CFR 200.501(a), the Performing Party shall obtain a single audit if it expends $750,000 or more a year in federal awards.

17.3. Performing Party must immediately notify the TCEQ of any audit findings specifically related to this award and provide the TCEQ a copy of such findings within three (3) business days after issuance. By submitting an invoice, Financial Status Report, or other financial reporting documentation, Performing Party certifies that it did not receive any audit findings specifically related to this award during the invoicing/reporting period, except for such audit findings Performing Party already provided notice of in accordance with this Section.

18. MISCELLANEOUS FLOW DOWN PROVISIONS

Performing Party must comply with all award requirements which include clauses that address the areas set out below. If the language in the award has a materially different legal effect than the following, the award language shall prevail.

18.1. **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."

18.2. **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.

18.3. **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 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.

18.4. **Federal Funding Accountability and Transparency Act (FFATA) Reporting**

18.4.1. In accordance with 2 CFR Part 25, entities that receive subawards from TCEQ that are funded wholly or partially with federal funds must (1) be registered in the Central Contractor Registration (CCR) prior to submitting an application or plan or entering into an agreement; (2) maintain an active CCR registration with current information at all times while the application or plan is under consideration by TCEQ or during the term of the agreement; and (3) provide its Data Universal Numbering System (DUNS) number in each application or plan it submits to TCEQ, unless an exemption applies.

18.4.2. No funds may be received or awarded until Performing Party has complied with these requirements and provided a valid DUNS number.

18.4.3. Additionally, in accordance with 2 CFR Part 170, if certain elements are met, Performing Party must report the total compensation for each of its five most highly compensated executives for the preceding completed fiscal year.

18.4.4. These elements are found on the TCEQ Federal Funding Accountability and Transparency Act Reporting Form (**Attachment E**), which must be completed and provided to TCEQ no later than the Performing Party's date of signature on this agreement.

18.5. **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.

18.6. **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).

18.7. **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.

18.8. **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.

18.9. **Procurement of Recovered Materials.** If Performing Party is a state agency or agency of a political subdivision of a state, Performing Party 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.

18.10. **Prohibition on Use of Federal Funds for Lobbying and Litigation**. The Performing Party agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Performing Party agrees that none of the funds paid under this Contract will be used to engage in the lobbying of the Federal Government in connection with obtaining any federal contract, grant, or other award, or in litigation against the United States unless authorized under existing law.

The Performing Party shall submit to the TCEQ the EPA Certification Regarding Lobbying form and if applicable, the Disclosure of Lobbying Activities form. The Performing Party must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.
In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

18.10.1. **Attachment F – Certification Form. Complete and return with signed Contract.** This Form contains certifications required by Treasury as part of RESTORE funding. The certification includes the prohibition of the use of Federal appropriated funds in connection with lobbying. If at any time during the course of the Subgrant Contract Performing Party has any federal lobbying to report, Performing Party must provide a Disclosure Regarding Lobbying Form (SF-LLL) to the TCEQ Project Representative, with quarterly updates. See, **Attachment G**.

19. Project Assurances.

TCEQ, as part of the application process for the award to fund Subgrantee's project. was required to provide Treasury certain assurances regarding Subgrantee's project. TCEQ is flowing these same assurances down to Subgrantee as a requirement of the Subgrant Contract. This assurances document is attached as **Attachment N,** titled: **Assurances – Construction. Attachment N** must be signed by an authorized official and returned with the signed Contract.

20. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**. The Performing Party is prohibited from: (1) obtaining or expending grant funds to procure or obtain the covered technology directly (per 2 CFR § 200.216(a)(1)); and (2) using grant funds to enter into contracts or subawards (or extend or renew contracts or subawards) with entities that use or provide covered telecommunications equipment or services as described in 2 CFR § 200.216 and Public Law 115-232, Section 889. This prohibition includes in-kind contributions. This provision is subject to the exceptions provided in Public Law 115-232, Section 889. This clause must be included in any contract or subaward entered by Performing Party.

21. **Domestic Preferences for Procurements**. In accordance with 2 CFR 200.322, and to the maximum extent practicable, appropriate, and consistent with applicable law, Performing Party will 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 provision must be included in all subawards, contracts, and purchase orders for work or products funded by this award.

22. **Religious Liberty**. Ensure, for states and other public recipients, that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.

23. **UEI.** Wherever in the Subgrant Contract there is a reference or requirement for providing a DUNS number, such reference or requirement should be read to mean a Unique Entity ID (UEI) Number.

END OF RESTORE PROGRAM TERMS AND CONDITIONS

SUBGRANT ACTIVITIES

I. Background

Enacted in July 2012, the RESTORE Act dedicates 80 percent of certain Clean Water Act administrative and civil penalties related to the Deepwater Horizon oil spill to a Gulf Coast Restoration Trust Fund (RTF) and outlines a structure by which the funds can be utilized to restore and protect the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands, and economy of the Gulf Coast region. In order to carry out certain functions of the RESTORE Act, the United States Department of the Treasury (Treasury) is responsible for the administration of funds allocated to Gulf Coast States for eligible activities identified under 33 USC 1321(t)(1)(B). As a condition of receiving funding, recipients and their subrecipients must meet requirements imposed by Treasury to ensure that funds will be used in accordance with the applicable provisions under the RESTORE Act.

TCEQ published a Request For Grant Applications (RFGA) seeking eligible projects which proposed eligible activities listed under 33 USC 1321(t)(1)(B)(i) and (ii). The RFGA process included a competitive selection process using a scoring criterion to identify projects eligible for funding. Eligible projects were selected for inclusion in a draft Multi-year Implementation Plan (MIP) which was posted for public comment. A final MIP including selected eligible projects was submitted to Treasury for acceptance for funding. As Treasury issues their approval of project applications, they issue Federal Financial Assistance Awards to TCEQ.

II. Federal Financial Assistance Award

The United States Department of the Treasury (Treasury) issued a Financial Assistance Award ID# RDCGR480114-01-02 ("Award"), with a grant period beginning January 10, 2023 awarding funding, including the **Bolivar Peninsula Nature Trail** project ("Project"). The amount included for the Project is an amount not to exceed $**2,853,631.00** (see Subrecipient Budget for Bolivar Nature Trail Project), with an estimated total project cost of an amount not to exceed $**2,853,631.00**. The terms and conditions of the Award are fully incorporated into this Subgrant Contract by this reference and shall be binding upon the Performing Party as conditions for receiving funds under the Subgrant Contract. The Award to TCEQ is not a Research and Development award.

III. Subgrant Purpose

The purpose of this Subgrant Contract is to implement the purposes of the federal Award to TCEQ.

The objective of the Bolivar Peninsula Nature Trail Project is to develop a tourism route, connecting nature and recreation sites on the Bolivar Peninsula in Galveston County. Funding will be used to develop visitor

facilities, design, and implement a cohesive wayfinding system, and conduct habitat protection and enhancement. The Bolivar Peninsula Nature Trail (BPNT) project was developed by a diverse group of stakeholders with the shared mission to expand nature-based recreational opportunities and environmental education and outreach for High Island and the Bolivar Peninsula.

The Bolivar Peninsula is home to a unique set of coastal, upland, and marshland habitats. This project shall develop the Bolivar Peninsula Nature Trail—a tourism route connecting 12 nature and recreation sites on the Bolivar Peninsula in unincorporated Galveston County. The 12 nature trail sites included will introduce visitors to each of the major habitat types found on the Peninsula. This project will have environmental benefits both directly—through enhancement activities—and indirectly through education, promotion, and stewardship.

Improvements from this project will help promote the economic and ecological resiliency of the Bolivar Peninsula through increased nature-based visits to wild places. Wildlife activity will be enhanced by controlling access to the sites by vehicles and pedestrians. Improvements to manage public access to Bolivar Peninsula Nature Trail sites will reduce encroachment on sensitive habitat and manage litter, runoff, and other forms of human-caused pollution.

A more detailed description of the project is set out in **Attachment A (Project Statement).**

IV. Responsibilities of the Parties

A. TCEQ Responsibilities

1. Treasury has awarded TCEQ a grant to fund Performing Party's Project ("Award"). TCEQ will notify Performing Party of Treasury's Award and any conditions of the Award, including subsequent amendments. TCEQ's responsibilities in the Subgrant Contract to Performing Party are fully contingent upon the continuance of Treasury's Award and further subject to any and all Award conditions.
2. TCEQ will review the Performing Party's submitted Work Plan(s) (see below in Section IV.B.9.) and approve or provide reasons for its non-approval. Unless otherwise approved by TCEQ in writing, Performing Party may not commence any work until TCEQ has approved Performing Party's Work Plan. Performing Party's Work Plan, including any amendments, approved by TCEQ shall become a Subgrant Contract Document and incorporated into the Subgrant Contract by this reference.
3. TCEQ, as the grantor, will reimburse Performing Party up to the amount of funds awarded by Treasury for the Project

("Reimbursement Costs"), for work described in the Project Statement **(Attachment A)** and Approved Work Plan. Reimbursement Costs for the Project have been set at amount not to exceed [redacted] of the total Project Costs. TCEQ's responsibility to reimburse Performing Party is contingent upon Performing Party's compliance with the obligations under the Subgrant Contract, including all Award conditions.

4. TCEQ will notify Performing Party of all approvals by Treasury required as part of Treasury's process. TCEQ will provide Treasury with a written request for permission to commence construction. Before Treasury will provide permission to commence construction, Treasury must determine that the award of all contracts complies with the scope of the project and all terms and conditions of the Award, and all necessary permits have been obtained.
5. TCEQ will request payment from Treasury for Reimbursement Costs in order to meet the funding requirements and in accordance with funding procedures to be agreed to by the Parties upon approval of the Work Plan(s).
6. TCEQ will monitor and oversee Performing Party's compliance with requirements of the Subgrant Contract, including reviewing deliverables; reviewing reports; requiring proper documentation of reimbursed costs; performing site visits; and reporting to Treasury. TCEQ may utilize a contractor(s) to perform monitoring services. In such cases, Performing Party shall provide TCEQ contractors access and provide necessary cooperation and coordination.

B. Performing Party Responsibilities

1. Performing Party must perform all work in accordance with the terms and conditions of the Subgrant Contract, including all Award conditions.
2. **Contracts.** Performing Party, as subgrantee, must enter into written contracts for any subgrant activity performed as part of this Subgrant Contract. All contracts Performing Party enters must flow down applicable Federal Terms and Conditions set out in **Attachment I**. Contracts must also comply with 2 CFR Part 200, including Section 200.327 by including all required contract provisions set out in Appendix II of Part 200. Performing Party shall, upon request, provide TCEQ with a copy of all signed contracts for any of the subgrant activities.
3. **Procurement Process.** Performing Party shall comply with all applicable requirements of 2 CFR Part 200 regarding procurement

of goods and services for which reimbursement is sought under this Subgrant Contract. Performing Party shall have a well-documented procurement system that meets the applicable requirements of 2 CFR 200.317-200.327. Performing Party may self-certify its procurement system under 2 CFR 200.325(c). Performing Party must be able to document that Performing Party's procurements meet requirements of 2 CFR Part 200.

4. **Remedies.** Performing Party must ensure that all contracts for work performed on subgrant activities under this Subgrant Contract contain sufficient provisions to protect the interests of TCEQ and Treasury, including providing necessary remedies to allow for the efficient and timely return of funds paid for costs later determined to be unallowable.
5. **Permits.** Performing Party shall be responsible for ensuring that all necessary permits are obtained from the appropriate regulatory agency required for the completion of all subgrant activities. All permits and any amendments must be provided to TCEQ as deliverables for review and comments. Performing Party must provide evidence, satisfactory to TCEQ and Treasury, that all federal, state, and local permits have been received which are necessary for the completion of the project.
6. **Commencement of Construction.** Performing Party shall not commence construction until after notification from TCEQ that Treasury has provided permission to commence construction.
7. Performing Party must be authorized to perform the subgrant activities and shall be responsible for securing all necessary access agreements from owners of property affected by work required in the completion of the subgrant activities. Performing Party must, upon TCEQ's reasonable request, provide evidence of Performing Party's compliance with this section.
8. Performing Party shall be responsible for providing all necessary oversight and monitoring of its contractors and subcontractors to ensure that all subgrant activities are completed in a proper and timely manner and within the approved budget amounts.
9. Upon signing the Subgrant Contract, Performing Party must provide TCEQ for review and approval, a Work Plan(s) that details the process for completing the subgrant activities, including timeline estimates, milestones, and deliverables. Unless otherwise approved by TCEQ in writing, Performing Party may not commence any work until TCEQ has approved Performing Party's Work Plan. The approved Work Plan will amend the Subgrant Activities (Scope of Work) by providing details including, deliverables with due dates, construction schedule, among other items listed below. The

approved Work Plan will also amend the Estimated Budget by providing details of the estimated costs. The Work Plan shall be incorporated into the Contract upon TCEQ written approval. Each Work Plan must, at a minimum, include the following:

a. A detailed narrative on Performing Party's approach to completing the subgrant activities (scope of work). The narrative must demonstrate how requirements of the RESTORE Act and conditions of the Award will be met, particularly how Performing Party will procure services; monitor the subgrant activities; ensure environmental compliance and secure necessary permitting. The narrative must also describe the planned coordination with all necessary parties and government agencies. The scope of work must address the third-party funding which was identified in the multiyear implementation plan.

b. A detailed budget of the Total Project Costs. If there are multiple funding sources that will be received to fund any of the Total Project Costs, Performing Party must identify all amounts and revenue source (in addition to RESTORE funding) in the budget regardless of the source in addition to RESTORE funds. The budget must provide sufficient information to identify how Performing Party arrived at the Total Project Costs and for TCEQ to determine that costs are allowable under 2 CFR Section 200.403.

c. A detailed description of an invoicing process acceptable to TCEQ.

d. A Milestone Schedule for completing the subgrant activities. The schedule must identify all critical path deadlines, including any third-party deadlines.

e. A list of deliverables with due dates.

f. Identify and detail how possible material risks to implement and maintain the project will be addressed.

g. Identify adaptive management plans that are in place to ensure success.

h. A description of Performing Party's process for ensuring compliance with the following federal requirements, if applicable:

    i. Reserved;

    ii. Copeland "Anti-Kickback" Act (40 USC §3145);

    iii. The Contract Work Hours and Safety Standards Act (40 USC § 327-332); and

iv. Goals for Women and Minorities in Construction (41 CFR § 60-4).

Performing Party must describe its process for monitoring contractors and subcontractors to ensure compliance with these requirements through to project completion.

Performing Party must correct the Work Plan(s) in response to TCEQ comments, if any. Performing Party must notify TCEQ, within a reasonable time but in no case later than 30 days or upon the next required reporting, whichever is earlier, of any substantive changes in Performing Party's Work Plan.

10. Performing Party is responsible for coordinating with all parties and government agencies necessary to complete all subgrant activities.
11. Performing Party must provide TCEQ and Treasury reasonable access to review Performing Party's accounting and procurement systems and records.
12. Upon request after reasonable notice, Performing Party must provide TCEQ and Treasury access to conduct site visits of the project. TCEQ may utilize a contractor(s) to perform monitoring services. In such cases, Performing Party shall provide TCEQ contractors access and provide necessary cooperation and coordination.
13. For all contracts in excess of $10,000, Performing Party must provide TCEQ with evidence that Performing Party, and its contractors, complied with all requirements under Department of Labor regulations set forth in 41 CFR § 60-4, including providing the necessary notices, clauses and provisions in the solicitations for offers or bids as required by 41 CFR § 60-4.
14. Performing Party must provide qualified personnel with experience in the administration of federally assisted grant projects. Upon request, Performing Party must provide TCEQ evidence of these qualifications.
    a. If Performing Party contracts for grant administration activities, in whole or in part, Performing Party must ensure that the contractor has the experience and knowledge necessary to perform the required grant administration, including proficient knowledge of all federal requirements under the Grant Contract as well as knowledge of requirements in 2 CFR Part 200. Upon request, Performing Party must provide TCEQ with evidence of the contractor's qualifications for any grant administrative function contracted by Performing Party. If TCEQ determines that a contractor fails to have sufficient experience or knowledge, Performing Party must require the contractor to complete training prior to commencing work on the

project. Performing Party must provide TCEQ with documentation of completion of the required training.

END OF SUBGRANT ACTIVITIES

GENERAL TERMS AND CONDITIONS

1. CONTRACT PERIOD

1.1. **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Contract Signature Page. If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.

1.2. **Amendments.** This Contract is not subject to competitive selection requirements and may be amended by mutual agreement. Except as specifically allowed by the Contract, all changes to the Contract require a written amendment that is signed by both parties.

1.2.1. Material Changes. Material changes to the Contract require a written amendment signed by both parties. These amendments take effect when signed by the Performing Party and TCEQ, unless otherwise designated in the amendment. Material changes include the following:

1.2.1.1. Changes in the total amount of funds in the Budget or the Contract;

1.2.1.2. Changes to the Contract's Expiration Date;

1.2.1.3. Changes to the Scope of Work that affect TCEQ's obligations to the entity providing funding, such as the United States Environmental Protection Agency (EPA), another state or federal agency, or the Texas Legislature; and

1.2.1.4. Changes that affect the material obligations of the Performing Party in this Contract.

1.2.2. Unilateral Amendments. As specifically allowed by the Contract, TCEQ may issue unilateral amendments. Unilateral amendments take effect when issued by TCEQ.

1.2.3. Minor Changes. The TCEQ Contract Manager and/or the TCEQ Project Manager has the authority, without a written amendment, to correct typographical errors; make written Contract interpretations; and make minor, non-material changes to the requirements in the Scope of Work, the Procedures for Work Orders, or the Work Orders (including Proposals for Grant Activities); or as agreed to elsewhere in the Contract. Performing Party must provide TCEQ with a written objection to any Minor Change no later than five (5) business days from the effective date of the Minor Change. A copy of the agreed change shall be

retained in the appropriate file by both the Performing Party and TCEQ.

1.2.3.1. Minor, non-material changes include:

1.2.3.1.1. Changes to the schedule in the Scope of Work including an extension of a deliverable due date, not to exceed the expiration date of the Contract;

1.2.3.1.2. Changes to the schedule in the Work Order including an extension of a deliverable due date, not to exceed the expiration date of the Work Order;

1.2.3.1.3. Changes to the individual tasks/activities in the Scope of Work or Work Order, if applicable, that do not substantially change the obligations of the Parties relative to those tasks/activities;

1.2.4. It is the Performing Party's responsibility to request extensions to the deliverable schedule and other changes that are within the authority of TCEQ.

1.3. **Extensions.** TCEQ may by unilateral written amendment extend the Expiration Date for a period of up to 90 days. Unless otherwise indicated in the applicable contract amendment, an extension does not extend any other deadlines or due dates other than the expiration of the Contract Period.

2. FUNDS

2.1. **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable. Performing Party will ensure that this article is included in any subcontract it awards.

2.2. **Maximum Authorized Reimbursement.** The total amount of funds provided by TCEQ for the Contract will not exceed the amount of the Maximum Authorized Reimbursement, as amended.

2.3. **Fiscal Year Restrictions.** In order to be reimbursed under this Contract, costs must be incurred during the Contract Period and within the time limits applicable to the funds from which the Contract is being paid. TCEQ is not obligated to extend deadlines to match the maximum period of the funding.

2.4. **Grants.** If this Contract was entered under the TCEQ's authority to award grants, TCEQ is providing financial assistance to the

recipient to undertake its own project.

2.5. **No Debt against the State.** This Contract is contingent on the continuing appropriation of funds. This Contract shall not be construed to create debt against the State of Texas.

2.6. **Abortion Funding Limitation.** Performing Party represents and warrants that payments made by TCEQ to Performing Party and Performing Party's receipt of appropriated funds under the Contract are not prohibited by Article IX, Section 6 of the General Appropriations Act, nor by Texas Government Code Chapter 2273 *Prohibited Transactions*.

2.7. **Excluded Parties.** Performing Party represents and warrants that it is not listed in the prohibited vendors lists authorized by Executive Order No. 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. Performing Party will notify TCEQ if it can no longer make this representation.

2.8. **COVID-19 Vaccine Passport Prohibition.** Under § 161.0085 of the Texas Health and Safety Code, Performing Party certifies that it is not ineligible to receive the Contract and will maintain this certification throughout the term of the Contract.

3. ALLOWABLE COSTS

3.1. **Conforming Activities.** TCEQ will reimburse the Performing Party for necessary and reasonable Allowable Costs that are incurred and paid by the Performing Party in performance of the Scope of Work as authorized by this Contract in the Cost Budget or Fixed Payment Amounts.

3.2. **TxGMS.** Allowable Costs are restricted to costs that comply with the Texas Grant Management Standards (TxGMS) and applicable state and federal rules and law. The parties agree that all the requirements of TxGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

4. REIMBURSEMENT

4.1. **Reimbursement Requests.** Performing Party shall invoice TCEQ to request reimbursement for its Allowable Costs incurred in performing the Scope of Work. Performing Party's invoice shall conform to all reimbursement requirements specified by TCEQ.

4.2. **Personnel Eligibility List (PEL).** If TCEQ will be reimbursing salary or wages, Performing Party must submit a completed Personnel Eligibility List (PEL) prior to starting activities under this Contract

and an updated PEL with any invoice following changes to the information provided in the most recent PEL. If a Contract amendment is necessary due to changes reflected on the PEL, Performing Party must immediately submit an updated PEL with a request to amend the Contract.

4.3. **Level-of-Effort Reporting**. Performing Party must submit records to support reimbursement requests for exempt employee salaries, where costs are determined based on percentage of the employee's time performing activities. These records must meet the Standards for Documentation of Personnel Expenses in TxGMS or 2 CFR § 200.430, as applicable based on whether state or federal money is used by TCEQ to fund the grant activities.

If TCEQ determines that the records do not comply with the requirements of TxGMS or 2 CFR § 200.430, the Performing Party will work with TCEQ to bring the level of certification into compliance. TCEQ may require the Performing Party to complete the attached Level-of Effort Certification form The LEC form must be completed and submitted with each invoice, unless otherwise approved by TCEQ in writing.

4.4. **Timesheets.** The performing Party must retain records of timesheets supporting reimbursement requests for nonexempt employees, which are maintained as part of Performing Party's timekeeping system. Timesheets are not required to be submitted with each request for reimbursement; however, the Performing Party must make timesheets available upon request by TCEQ, as necessary for TCEQ to perform its monitoring requirements and audit purposes.

4.5. **Conditional Payments.** Reimbursements are conditioned on the Scope of Work being performed in compliance with the Contract. Performing Party shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Scope of Work. This does not limit or waive any other TCEQ remedy.

4.6. **No Interest for Delayed Payment**. Since the Performing Party is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable for any late payments.

4.7. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract.

4.8. **State Agencies/Institutions of Higher Education.** If the Performing Party is a state agency or institution of higher education, payments must be made via interagency transaction voucher (ITV); please provide a Recurring Transaction Index (RTI) number on the face of the invoice. For payments that are to be deposited into a local bank account, the following statement must be placed on the face of the invoice: "Funds to be deposited into local bank account." For additional information, please refer to the Texas Comptroller's Accounting Policy Statement (APS) 014.

5. FINANCIAL RECORDS, ACCESS, AND AUDITS

5.1. **Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor during any audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.

5.2. **Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit. Financial records regarding this contract shall be retained for a period of three (3) years after date of submission of the final reimbursement request.

6. PERFORMING PARTY'S RESPONSIBILITIES

6.1. **Performing Party's Responsibility for the Scope of Work.** Performing Party undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ agent or employee. Performing Party agrees that the Scope of Work is performed at Performing Party's sole risk as to the means, methods, design, processes, procedures, and performance.

6.2. **Identification and Flow Down Requirements.** Any subaward from this Contract by the Performing Party to a subgrantee must be clearly identified as a subaward. The Performing Party must flow down applicable Contract requirements to subgrantees and subcontractors.

6.3. **Independent Contractor.** The parties agree that the Performing Party is an independent contractor. Nothing in this Contract shall create an employee- employer relationship between Performing Party and TCEQ. Nothing in this Contract shall create a joint venture between TCEQ and the Performing Party.

6.4. **Performing Party's Responsibilities for Subcontractors.** All acts and omissions of subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.

6.5. **No Third Party Beneficiary.** TCEQ does not exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between TCEQ and any of the Performing Party's subcontractors, suppliers, or other persons or organizations with a contractual relationship with the Performing Party.

6.6. **Security Requirements.** If Performing Party accesses, transmits, uses, or stores TCEQ data:

1) Performing Party shall meet the security controls specified by TCEQ; and
2) Performing Party must annually provide TCEQ documentation demonstrating that it meets the specified TCEQ security requirements.

6.7. **Cybersecurity Training**. Performing Party shall ensure that any Performing Party representative (employee, officer, or subcontractor personnel) who has Access to a TCEQ Computer System or Database completes a cybersecurity training program certified by the Texas Department of Information Resources (DIR) under § 2054.519 of the Texas Government Code, when the Contract is executed and annually as applicable.

6.7.1. "Access to TCEQ Computer System or Database" means having a TCEQ network user account or the authorization to maintain, modify, or allow access control to any TCEQ web page, TCEQ computer system, or TCEQ database.

6.7.2. Within seven (7) days after the execution of the Contract, the Performing Party shall provide a list of persons requiring training to the TCEQ Contract Manager, and thereafter provide an updated list by the first workday of any additional person who becomes subject to the cybersecurity training requirements. For applicable umbrella contracts, Performing Party shall provide a list of any persons requiring training within seven (7) days of issuance of Notice to Proceed/Commence for any Work Order that requires Access to a TCEQ Computer System or

Database.

6.7.3. If a Performing Party representative has previously completed a DIR-certified cybersecurity training during a State of Texas fiscal year in which the Contract is effective, Performing Party shall provide evidence that the Performing Party representative completed the required training to the TCEQ Contract Manager within seven (7) days after the execution of the Contract or as applicable, the issuance of a Notice to Proceed/Commence for any Work Order that requires Access to a TCEQ Computer System or Database.

6.7.4. For Contracts that have contract periods that exceed a year (extend beyond August 31 of the year in which they are entered), all persons performing Work under the Contract shall take cybersecurity training renewal each fiscal year after the year in which the contract becomes effective. By August 1st each year, the Performing Party must provide to the TCEQ Contract Manager either: (1) a list of persons that must complete cybersecurity training during the upcoming State of Texas Fiscal Year; or (2) provide evidence that the Performing Party representative completed the required training. Performing Party shall retain in their records, and upon request, provide the TCEQ Contract Manager evidence that the training was successfully completed.

6.7.5. TCEQ will provide access to the cybersecurity training program. Performing Party is responsible for all other costs associated with their representatives completing the training, including time spent completing the training.

6.7.6. Performing Party shall notify the TCEQ Contract Manager within two (2) business days when a person with Access to a TCEQ Computer System or Database no longer needs Access to such Computer System or Database.

6.7.7. TCEQ may terminate the Contract for Cause if Performing Party fails to adhere to any of the above terms, including completing the required certified cybersecurity training or notifying the TCEQ Contract Manager when access is no longer needed.

6.7.8. TCEQ may terminate the Contract for Cause if a Performing Party representative misuses a TCEQ Computer System or Database, including allowing multiple individuals to utilize a single individual's TCEQ network user account.

6.8. *Prohibited Technologies.* Performing Party certifies that Prohibited Technologies will not be used on any of Performing Party's or its

employees', contractors', and subcontractors' devices including personally-owned devices, if those devices are used to access state-owned data or information systems. These devices include cell phones, tablets, desktop and laptop computers, and other internet-capable devices. "Prohibited Technologies" refers to software, applications, technologies, hardware, and equipment, and any of the aforementioned items made by the developers or manufacturers on the Prohibited Technologies list located on the Texas Department of Information Resources' website at: https://dir.texas.gov/information-security/prohibited-technologies. In addition to the DIR list, TCEQ in its sole discretion may designate additional prohibited technologies.

7. TIME AND FORCE MAJEURE

7.1. **Time is of the Essence.** Performing Party's timely performance is a material term of this Contract.

7.2. **Delays.** Where Performing Party's performance is delayed, except by Force Majeure or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract for cause, or enforce any of its other rights (termination for convenience may be effected even in case of Force Majeure or act of TCEQ).

7.3. **Force Majeure.** Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of either party, could not reasonably be foreseen, and by the exercise of all reasonable due diligence, is unable to be overcome by either party. Neither party shall be liable to the other for any failure or delay of performance of any requirement included in the contract caused by force majeure. Upon timely notice by the non-performing party, the time for performance shall be extended for a reasonable period after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. The non-performing party must provide evidence of any failure resulting in impossibility to perform.

8. CONFLICT OF INTEREST

8.1. Performing Party shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Contract by Performing Party or any related entity or individual, Performing Party shall promptly disclose in writing to TCEQ any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:

a. Any consulting fees or other compensation paid to employees, officers, agents of Performing Party, or members of their immediate families, or paid by subcontractor or subrecipients; or

b. Any organizational conflicts of interest between

Performing Party and its subcontractors or subrecipients under a subaward.

8.2. No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without TCEQ's written consent in the form of a unilateral amendment. Performing Party agrees that TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Contract.

9. DATA AND QUALITY

9.1. **Quality and Acceptance.** All work performed under this Contract must be complete and satisfactory in the reasonable judgment of the TCEQ. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract.

9.2. **Quality Assurance.** All work performed under this Contract that involves the acquisition of environmental data will be performed in accordance with a TCEQ- approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and EPA requirements. Environmental data includes any measurements or information that describe environmental processes, location, or conditions, and ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to Performing Party's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, Performing Party's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.

9.3. **Laboratory Accreditation.** Any laboratory data or analyses provided under this Contract must be prepared by a laboratory that is accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code § 25.6.

10. INTELLECTUAL PROPERTY

10.1. **Third Party Intellectual Property.** Unless specifically modified in an amendment or waived in a unilateral amendment, Performing Party must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Contract. Performing Party shall obtain and furnish to TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for TCEQ non-commercial purposes, and other purposes of the State of Texas.

10.2. **Grant of License.** Performing Party grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify, or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Contract, and associated user documentation.

11. INSURANCE AND INDEMNIFICATION

11.1. **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors to obtain and maintain during the Contract Period adequate insurance coverage sufficient to protect the Performing Party and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract. Unless specifically waived by the TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance. Before any Performing Party contractor performs any work at a TCEQ facility, Performing Party shall provide TCEQ a Certificate of Insurance for the Contractor's Workers Compensation and Employer's Liability Insurance.

11.2. **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND PERFORMING PARTY AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF CONTRACT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR

FROM INFRINGEMENT OF ANY PATENT, TRADEMARK, OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS, OR DIRECTIVES. THE DEFENSE OF TCEQ SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT TCEQ. THIS CONVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

12. TERMINATION

12.1. **Termination for Cause.** TCEQ may, upon providing 10 days' written notice and the opportunity to cure to the Performing Party, terminate this Contract for cause if Performing Party materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.

12.2. **Termination for Convenience.** TCEQ may, upon providing 10 days' written notice to the Performing Party, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party. Performing Party may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages, or other economic loss arising out of or resulting from the termination.

12.3. If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Contract, the termination shall be deemed to have been for the convenience of TCEQ.

13. DISPUTES, CLAIMS AND REMEDIES

13.1. **Payment as a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of Performing Party from liability under this Contract.

13.2. **Schedule of Remedies available to the TCEQ.** In accordance with Texas Government Code Chapter 2261 the following Schedule of Remedies applies to this Contract. In the event of Performing Party's nonconformance, TCEQ may do one or more of the following:

13.2.1. Issue notice of nonconforming performance;

13.2.2. Reject nonconforming performance and request corrections without charge to the TCEQ;

13.2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;

13.2.4. Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;

13.2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;

13.2.6. Terminate the contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.

13.3. Opportunity to Cure. The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.

13.4. Cumulative Remedies. Remedies are cumulative; the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

14. SOVEREIGN IMMUNITY

The parties agree that this Contract does not waive any sovereign immunity to which either party is entitled by law.

15. SURVIVAL OF OBLIGATIONS

Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four (4) years beyond the termination or completion of the Contract, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in TCEQ's opinion is related to the subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

16. UNIFORM ASSURANCES

16.1. **Uniform Assurances**. Performing Party assures compliance with the following uniform assurances from TxGMS, as applicable to this Contract. Other assurances from TxGMS may be included elsewhere in this Contract.

16.1.1. Performing Party represents and warrants its compliance with Texas Government Code Section 2054.5191 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

16.1.2. Performing Party certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

16.1.3. Performing Party agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

16.1.4. Performing Party represents and warrants that it will comply with Texas Government Code Section 2252.906 relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

16.1.5. In accordance with Texas Government Code Section 669.003, relating to contracting with the executive head of a state agency, Performing Party certifies that it is not (1) the executive head of the TCEQ, (2) a person who at any time during the four years before the date of the Contract was the executive head of the TCEQ, or (3) a person who employs a current or former executive head of the TCEQ affected by this section.

16.1.6. Performing Party 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 unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- Sections 2113.012 and 2113.101 of the Texas Government Code.

16.1.7. Performing Party represents and warrants that TCEQ's payments to Performing Party and Performing Party's receipt of appropriated or other funds under the Contract are not prohibited by Texas Government Code Section 556.0055 which restricts lobbying expenditures.

16.1.8. Performing Party represents and warrants that in the administration of the Contract, it will comply with all conflict

of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Texas Local Government Code Chapter 176. If circumstances change during the course of the contract or grant, Performing Party shall promptly notify TCEQ.

16.1.9. Performing Party represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

16.1.10. Performing Party 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.

16.1.11. Performing Party certifies that it has not received a final judicial determination finding 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 Local Government Code §364.003. If Performing Party is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Performing Party must immediately disclose the lawsuit and its current posture to the TCEQ.

16.1.12. Performing Party represents and warrants that it will comply with Texas Government Code Section 321.022, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

17. CONTRACT INTERPRETATION

17.1. **Definitions.** The word "include" and all forms such as "including" mean "including but not limited to" in the Contract and in documents issued in accordance with the Contract, such as Work Orders or Proposals for Grant Activities (PGAs).

17.2. **Headings.** The headings of the sections contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.

17.3. **Delivery of Notice.** Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means.

17.4. **Interpretation of Time.** All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.

17.5. **State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.

17.6. **Severability.** If any provision of this Contract is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity, or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.

17.7. **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.

17.8. **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County, Texas.

17.9. **Publication.** Performing Party agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. Performing Party agrees not to use the TCEQ logo or the TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.

17.10. **Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by TCEQ, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.

17.11. **Compliance with Laws.** TCEQ relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

17.12. **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.

17.13. **Accessibility.** All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in 1 Texas Administrative Code §§ 206.50 and 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.

END OF GENERAL TERMS AND CONDITIONS

Notices, Project Representatives and Records Location

CONTRACT NO. 582-23-44934 **PROJECT TITLE: Bolivar Peninsula Nature Trail**

Representatives. The individual(s) named below are the representatives of TCEQ and Performing Party. They are authorized to give and receive communications and directions on behalf of the TCEQ and the Performing Party as indicated below. All communications including official contract notices must be addressed to the appropriate representative or his or her designee.

Changes in Representatives. Either party may change its information in this Notices, Project Representatives and Records Location document by providing notice to the other party's Contract Representative via the email addresses below (copying the invoice submittal e-mail).

TCEQ Representatives

TCEQ CONTRACT SPECIALIST
(for Contractual Financial Matters)

Kacy Hill
RESTORE Contract Specialist
Title

Texas Commission on Environmental Quality
P.O. Box 13087
MC-173
Austin, TX 78711-3087
Telephone No. (512) 239-6011
Email Add.: Brenda.Scott@tceq.texas.gov

TCEQ PROJECT MANAGER
(for Technical Matters)

Aaron Slevin
RESTORE Grant Specialist
Title

Texas Commission on Environmental Quality
P.O. Box 13087
MC-173
Austin, TX 78711-3087
Telephone No. (512) 239-0635
Email Add.: Aaron.Slevin@tceq.texas.gov

Performing Party Representatives
For Contractual Financial Matters

Barbara Thompson
Comptroller
Title

Houston Audubon Society
440 Wilchester Blvd
Houston, TX 77079
Telephone No.: (713) 932-1639 ext. 110
Email Add.: bthompson@houstonaudubon.org

For Technical Matters

Scott A. Jones
Operations Director
Title

Houston Audubon Society
440 Wilchester Blvd
Houston, TX 77079
Telephone No.: (713) 932-1639 ext. 104
Email Add.: sjones@houstonaudubon.org

Invoice Submittal. Invoices must be submitted to the RESTORE Contract Specialist, Grant Specialist and carbon copy: RestoreGrants@tceq.texas.gov, unless another recipient is identified below:

☒ TCEQ Project Manager / ☐ TCEQ Disbursements Section / ☐ Other: N/A

Designated Location for Records Access and Review. The Performing Party designates the physical location indicated below for record access and review pursuant to any applicable provision of this Contract:

Houston Audubon Society
440 Wilchester Blvd
Houston, TX 77079

Attachment A

PROJECT STATEMENT

Project Title: **Bolivar Peninsula Nature Trail**

I. Overview of Project:

Purpose:

This project will increase the number of tourist destinations, improve upon existing tourist infrastructure, and raise awareness of visitor destinations. The proposed bollard and cable vehicle exclusion area will allow for a more protected approach to the dunes and a softer substrate after compacted beach substrate has recovered. Removal of invasive plant species will enhance habitat for native species. For example, this project will provide foraging and roosting habitat for Reddish Egrets (State Threatened), White-faced Ibis (State Threatened), White-tailed Hawk (State Threatened), and Piping Plover (Federally listed Threatened and Endangered populations, State Threatened).

This project will make meaningful educational contributions through:

1. site-specific interpretation at key locations within each Bolivar Peninsula Nature Trail site,
2. general education and interpretation through visitor information kiosks, brochures, websites, and printed material; and
3. opportunities for in-the-field learning, working in partnership with Galveston ISD and High Island ISD.

Several sites will also include interpretation about the history and economy of the Peninsula (e.g. interpretive displays in Fort Travis Seashore Park).

All objectives directly relate to the eligible activity, “Promote Tourism in the Gulf Coast region”, and include:

- increase the number of tourists visiting Bolivar,
- extend average length of stay,
- extend the current tourist “high season”; and
- create new opportunities and demand for local businesses.

Table 1 below provides descriptions of all 12 Bolivar Peninsula Nature Trail sites and activities proposed at each location:

Table 1 Trail Locations and Planned Improvements

Trail Location	Site Improvements
1. Bolivar Flats Shorebird Sanctuary	Signage and Wayfinding, Trail Marker, Observation Tower, Information Kiosk
2. Bolivar Yacht Basin Boat Launch	Signage and Wayfinding
3. Boy Scout Woods Bird Sanctuary	Signage and Wayfinding, Trail Map Signs
4. Crenshaw Elementary School Nature Trail	Signage and Wayfinding, Trail Map Sign, Information Kiosk, Hiking Trails, Observation Deck
5. Eubanks Woods Bird Sanctuary	Signage and Wayfinding, Trail Map Sign, Information Kiosk, Water Infrastructure, Boardwalks, Hiking Trail, Parking, Wildlife Photo Blind
6. Fort Travis Park	Wayfinding, Information Kiosk, Septic System Replacement
7. Gast Woods Bird Sanctuary	Signage and Wayfinding, Trail Map Sign, Information Kiosk, Hiking Trail, Boardwalk, Parking, Observation Deck
8. Horseshoe Marsh Bird Sanctuary (Frenchtown Rd)	Signage and Wayfinding, Information Kiosk, Vehicular Exclusion Bollards and Cable
9. Horseshoe Marsh Bird Sanctuary (Central Trail)	Signage and Wayfinding, Drainage Culverts, Benches, Information Kiosk
10. Mundy Marsh	Signage and Wayfinding, Boardwalks, Hiking Trail, Information Kiosk, Observation Deck, Parking
11. North Jetty	Signage and Wayfinding, Information Kiosk
12. Smith Oaks Bird Sanctuary	Signage and Wayfinding, Information Kiosk, Trail Map Signs, Observation Deck, High Island Welcome Center

1. Bolivar Flats Shorebird Sanctuary

a. Location Description: 1,256-acre site with the entrance located at the public beach access off Rettilon Road in Port Bolivar. It is an exceptionally productive complex of mudflats, salt marsh, uplands, and beach. This ideal combination of habitats provides resting, feeding, and breeding sites for hundreds of thousands of birds each year. It is recognized as a globally important area for shorebirds by the Western Hemisphere Shorebird Reserve Network.

b. Proposed Projects: Signage, wayfinding, and trail markers will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. An observation tower will allow visitors to see across the flats and wetland, increasing viewability of birds in the area. General education and interpretation will be provided through a visitor information kiosk. Houston Audubon Society will be responsible for maintaining this site.

2. Bolivar Yacht Basin Boat Launch

a. Location Description: Site is located at the public boat launch on the north end of Yacht Basin Road, near the intersection of Yacht Basin and Hamilton Avenue in Gilchrist. Bolivar Yacht Basin is a water access point to East Galveston Bay situated on the backside of Bolivar Peninsula between Port Bolivar and Crystal Beach, approximately six miles from the Bolivar ferry landing and two miles from the Gulf of Mexico.
b. Proposed Projects: Signage and wayfinding, will help visitors with their experience at this location, increase accessibility, and guide them to other locations on the Bolivar Peninsula Nature Trail. Galveston County will maintain this site on behalf of HAS, who remains responsible for this site.

3. Boy Scout Woods Bird Sanctuary

a. Location Description: 46 acres. Site entrance is 2088 5th Street in High Island. A combination of the hackberry/oak motte, coastal prairie, and wetlands one mile from the Gulf of Mexico on High Island. A proposed phase one of the Gulf Habitat Nature Trail will pass through protected and restored forest, coastal prairie, freshwater marsh, high tidal marsh, low tidal marsh, and ending with a view of the Gulf of Mexico. This journey through the various Gulf habitats will create meaningful opportunities to better understand our coastal ecosystem.
b. Proposed Projects: Signage, wayfinding, and trail map signs will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. HAS will be responsible for maintaining this site.

4. Crenshaw School of Environmental Studies Nature Trail

a. Location Description: 33 acres. Site address is 416 State Hwy 87 in Crystal Beach. This site is owned by Galveston Independent School District. A portion is developed with the Environmental Science Magnet School facility. The bulk of the site is undeveloped and includes coastal prairie and coastal wetlands. Galveston ISD will be responsible for maintaining this site.
b. Proposed Projects: Signage, wayfinding and a trail map sign will help visitors with their experience at this location, provide visual aids for teachers and students, and guide visitors to other locations on the Bolivar Peninsula Nature Trail. General education and interpretation will be provided through a visitor information kiosk. Repairing trails and the

existing viewing platform that needs replacement with a new observation deck will offer improved and safer opportunities for in-the-field learning about local ecosystems. Galveston ISD will maintain this site on behalf of HAS, who remains responsible for this site.

5. Eubanks Woods Bird Sanctuary

a. Location Description: 9 acres. The entrance to this site will be on Old Mexico Road in High Island, between Walter Street and Willow Street, across from First United Pentecostal Church. This mature woodland in the middle of High Island provides critical stopover habitat for migratory birds and is home to many resident wildlife species to be discovered by visitors.

b. Proposed Projects: Signage, wayfinding, and trail map signs will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. General education and interpretation will be provided through a visitor information kiosk. The water infrastructure site improvement includes installing a drip water feature, which will create a permanent shallow pond that enhances freshwater availability for migratory and resident wildlife. Improvements to parking, hiking trails, and boardwalks will prevent erosion and establish clear paths for visitors. The wildlife photo blind allows visitors to view birds while having minimal disturbance to the wildlife. HAS will be responsible for maintaining this site.

6. Fort Travis Park

a. Location Description: 60 acres. The Park address is 900 State Hwy 87 in Port Bolivar. This short grass site owned by Galveston County has several historical military facilities. In addition to the rich historical opportunities here, the vast grasslands host many bird species that prefer the open parkland. The commanding views of Bolivar Roads ship channel and the surrounding water provides premium wildlife viewing for birds and dolphins.

b. Proposed Projects: Wayfinding, Information Kiosk, and a septic system replacement will benefit tourist experiences at this location, increase accessibility, and guide them to other locations on the Bolivar Peninsula Nature Trail. Galveston County will maintain this site on behalf of HAS, who remains responsible for maintenance.

7. Gast Woods Bird Sanctuary

a. Location Description: 8 acres. Site entrance is 1432 Kane Lane in High Island. This wooded property is located on the eastern-most end of Bolivar Peninsula and sits on the western edge High Island above the marsh below. Mostly coastal woodlands but includes a small wetland area with plans to improve water retention for the wetland.

b. Proposed Projects: Signage, wayfinding, trail map signs, an information kiosk, and improved parking will help visitors with their experience at this location, increase accessibility, and guide them to other locations on the Bolivar Peninsula Nature Trail. Trails, boardwalks and an observation deck will allow visitors to travel further into the sanctuary and prevent erosion. HAS will be responsible for maintaining this site.

8. Horseshoe Marsh Bird Sanctuary (Frenchtown Road)

a. Location Description: 698 acres. The entrance for this portion of the sanctuary will be the public beach access on 1st Street in Port Bolivar. Horseshoe Marsh is bounded to the north and east by Loop 108, SH 87 to the south, and Frenchtown Rd to the west. The westernmost tip of the property boundary, near Frenchtown Road, is along the shoreline of Galveston Bay where the Gulf Intracoastal Waterway (GIWW) intersects with the Houston Ship Channel. This nature preserve includes salt marsh and wet coastal prairie surrounding a shallow tidal lagoon hosting exemplary oyster reefs favored by many wildlife species at low tide. This is a favorite crabbing and fishing location in Port Bolivar.

b. Proposed Projects: Signage and wayfinding will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. General education and interpretation will be provided through a visitor information kiosk. Vehicular bollards and cable extensions would protect the bay-shore from motor vehicles, which allows invertebrate infauna to recover and support more wildlife. HAS will be responsible for maintaining this site.

9. Horseshoe Marsh Bird Sanctuary (Central Trail)

a. Location Description: See 8a. The entrance for this portion of the sanctuary will be between 2303 and 2312 Broadway Avenue (TX-108) in Port Bolivar.

b. Proposed Projects: Signage, wayfinding, and an information kiosk will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. A drainage culvert will reduce flooding impacts at the proposed point of entry. Benches will provide visitors with places to rest and to watch wildlife. HAS will be responsible for maintaining this site.

10. Mundy Marsh

a. Location Description: 368 acres. The entrance to this site will be between 2366 and 2401 State Hwy 87 in Gilchrist. This site is located on the east end Bolivar Peninsula near the community of Gilchrist, approximately 2 miles north of Rollover Pass and 5 miles west of High Island. Mundy Marsh hosts an intact gem of coastal marsh and prairie with Seaside Sparrows, Nelson's Sparrow, Yellow Rail and Black Rail documented on the property.

b. Proposed Projects: Signage, wayfinding, an information kiosk, and improved parking will help visitors with their experience at this location, increase accessibility, and guide them to other locations on the Bolivar Peninsula Nature Trail. Boardwalks, hiking trails, and an observation deck will allow visitors to travel further into the sanctuary and prevent erosion. HAS will be responsible for maintaining this site.

11. North Jetty

a. Location Description: Site is between 802 17th Street in Port Bolivar and the Gulf shoreline. The jetty extends into the Gulf of Mexico at 17th Street in Port Bolivar. Bolivar Flats Shorebird Sanctuary is visible from the jetty.

b. Proposed Projects: Signage and wayfinding will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. General education and interpretation will be provided through a visitor information kiosk. Galveston County will maintaining this site on behalf of HAS, who remains responsible for this site.

12. Smith Oaks Bird Sanctuary

a. Location Description: 178 acres. Site entrance is 2205 Old Mexico Road in High Island. This is the eastern anchor property for the BPNT, located at the start of Bolivar Peninsula in the unincorporated community of High Island in the far-east end of Galveston County. It contains majestic oak mottes, ponds, wetlands, and coastal prairie. The Rookery includes three ponds on the property and has been a roosting and nesting place for thousands of waterbirds for more than twenty years. The development of two new additional nesting islands has resulted in a significant increase in breeding Roseate Spoonbills, Great Egrets, Snowy Egrets, Tricolored Herons, and Neotropic Cormorants.

b. Proposed Projects: Signage, wayfinding, information kiosks, and trail map signs will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. An observation deck will help visitors see migration flights. Renovating the current outdoor pavilion structure into a Welcome Center will serve as an anchor destination for the Bolivar Peninsula Nature Trail. HAS will be responsible for maintaining this site.

Tasks and Deliverables:

TASK 1 – Permits, Access, and Work Plan Documents

1.1 Attend Joint Evaluation Meeting (JEM) with US Army Corps of Engineers

1.2 Completed Work Plan

1.3 Executed agreement between Galveston ISD and Galveston County

(Land Access/Management)

1.4 Obtain driveway construction permit (TxDOT)

1.5 Obtain Rite of Way signage permits (TxDOT)

1.6 Obtain local authorization for jetty and Yacht Basin signage (County)

TASK 2 – Project Management

2.1 BPNT Project Manager Solicitation

2.2 Executed contract with BPNT Project Manager

2.3 Project Oversight and Reporting Documentation

TASK 3 – Bollards and Cable

3.1 Bollards and Cable Installation RFP Solicitation

3.2 Obtain bollards and cable permits (County, GLO, TCEQ, USACE)

3.3 Executed Bollards and Cable Installation Contract

3.4 Obtain Written NTP from Treasury

3.5 Install Bollards and Cable

TASK 4 – Wayfinding and Interpretive Plan Design

4.1 Wayfinding and Interpretive Plan and Design Solicitation

4.2 Executed Wayfinding and Interpretive Plan and Design contract

4.3 Develop wayfinding and interpretive materials

TASK 5 – Boardwalk and Hiking Trails

5.1 Map extended boardwalk and hiking trails

5.2 Trail and Boardwalk Construction RFP

5.3 Executed Trail and Boardwalk Contract

5.4 Obtain Written NTP from Treasury

5.5 Construction of trails and boardwalk expansion

TASK 6 – Welcome Center Architect and Designs

6.1 Welcome Center Architect Design Solicitation

6.2 Executed Welcome Center Design Architect Contract

6.3 Architect Welcome Center Design Plans

6.4 Welcome Center Construction Plans and Documents

TASK 7 – Fort Travis Septic System Replacement

7.1 Fort Travis Septic System Replacement RFP

7.2 Executed Fort Travis Septic System Replacement Contract

7.3 Obtain Written NTP from Treasury

7.4 Fort Travis Septic System Replacement Completed

TASK 8 – Observation Decks, Towers, Benches, and Wildlife Photo Blind with Drip Water Feature (ODTBWPB)

8.1 ODTBWPB Construction RFP

8.2 Executed ODTBWPB Construction Contract

8.3 Obtain Written NTP from Treasury

8.4 Construction of ODTBWPB

TASK 9 – Culverts

9.1 Culvert Installation RFP

9.2 Executed Culvert Installation Contract

9.3 Obtain Written NTP from Treasury

9.4 Install Culverts

TASK 10 – Parking Area Improvements

10.1 Parking Area Improvement RFP

10.2 Executed Parking Area Improvement Contract

10.3 Obtain Written NTP from Treasury

10.4 Parking Area Improvements Completed

Task 11 – Welcome Center Construction

11.1 Welcome Center Construction RFP

11.2 Executed Contract with Welcome Center General Construction Contractor

11.3 Obtain Welcome Center Building Permit (County)

11.4 Obtain Written NTP from Treasury

11.5 Construction of High Island Welcome Center

TASK 12 – Website Design and Development

12.1 BPNT Website Design and Development Solicitation

12.2 Executed BPNT Website Design and Development Contract

12.3 Operational BPNT Website

TASK 13 – Wayfinding and Interpretive Plan Deployment

13.1 Wayfinding and Interpretive Plan Materials Deployment RFP

13.2 Executed Wayfinding and Interpretive Plan Materials Deployment Contract

13.3 Obtain Written NTP from Treasury

13.4 Order Wayfinding and Interpretive Plan Materials

13.5 Installed Wayfinding and Interpretive Pan Materials

TASK 14 – Project Closeout

14.1 Project Closeout Documentation

Task	Deliverable Description	Due Date
1	**Permits, Access, and Work Plan Documents**	
1.1	Copy of meeting minutes from Joint Evaluation Meeting (JEM) with US Army Corps of Engineers	Grant Contract + 2 months
1.2	Executed Work Plan with TCEQ	Grant Contract + 4 months
1.3	Executed agreement between Galveston ISD and Galveston County (Land Access/Management?)	Grant Contract + 3 month
1.4	Driveway construction permit from TxDOT	Grant Contract+ 12 months
1.5	Rite of Way signage permits from TxDOT	Grant Contract + 22 months
1.6	Local authorization for jetty and Yacht Basin signage (County)	Grant Contract + 19 months
2	**Project Management**	
2.1	BPNT Project Manager and Community Liaison Hiring Process	Grant Contract + 2 months
2.2	Executed hiring of BPNT Project Manager and Community Liaison	Grant Contract + 23 months
2.3	Project Oversight and Reporting (Monthly and quarterly reporting)	Grant Contract + 23 months
3	**Bollards and Cable**	
3.1	Bollards and Cable Installation RFP Solicitation	Grant Contract + 20 months
3.2	Obtain bollards and cable permits (County, GLO, TCEQ, USACE)	Grant Contract + 24 months
3.3	Executed Bollards and Cable Installation Contract	Grant Contract + 25 months
3.4	Written NTP from Treasury	Grant Contract + 27 months
3.5	Install Bollards and Cable	Grant Contract + 30 months
4	**Wayfinding and Interpretive Plan and Design**	
4.1	Wayfinding and Interpretive Plan and Design Solicitation	Grant Contract + 6 months

Task	Deliverable Description	Due Date
4.2	Executed Wayfinding and Interpretive Plan and Design contract	Grant Contract + 18 months
4.3	Develop wayfinding and interpretive materials	Grant Contract + 16 months
5	**Boardwalk and Hiking Trails**	
5.1	Map extended boardwalk and hiking trails	Grant Contract + 7 months
5.2	Trail and Boardwalk Construction RFP	Grant Contract + 8 months
5.3	Executed Trail and Boardwalk Contract	Grant Contract + 15 months
5.4	Written NTP from Treasury	Grant Contract + 16 months
5.5	Construction of trails and boardwalk expansion	Grant Contract + 16 months
6	**Welcome Center Architect and Design**	
6.1	Welcome Center Architect Design Solicitation	Grant Contract + 6 months
6.2	Executed Welcome Center Design Architect Contract	Grant Contract + 25 months
6.3	Architect Welcome Center Design Plans	Grant Contract + 13 months
6.4	Welcome Center Construction Plans and Documents (maybe with Task 11)	Grant Contract + 13 months
7	**Fort Travis Septic System Replacement**	
7.1	Fort Travis Septic System Replacement RFP	Grant Contract + 6 months
7.2	Executed Fort Travis Septic System Replacement Contract	Grant Contract + 16 months
7.3	Written NTP from Treasury	Grant Contract + 17 months
7.4	Fort Travis Septic System Replacement Completed	Grant Contract + 17 months
8	**ODTBWPB Construction**	
8.1	ODTBWPB Construction RFP	Grant Contract + 8 months
8.2	Executed ODTBWPB Construction Contract	Grant Contract + 15 months
8.3	Written NTP from Treasury	Grant Contract + 16 months
8.4	Construction of Observation Decks, Towers, Benches, and Wildlife Photo Blind	Grant Contract + 16 months

Task	Deliverable Description	Due Date
9	**Culverts**	
9.1	Culvert Installation RFP	Grant Contract + 8 months
9.2	Executed Culvert Installation Contract	Grant Contract + 8 months
9.3	Written NTP from Treasury	Grant Contract + 9 months
9.4	Install Culverts	Grant Contract + 11 months
10	**Parking Area Improvement**	
10.1	Parking Area Improvement RFP	Grant Contract + 8 months
10.2	Executed Parking Area Improvement Contract	Grant Contract + 14 months
10.3	Written NTP from Treasury	Grant Contract + 15 months
10.4	Parking Area Improvements Completed	Grant Contract + 15 months
11	**Welcome Center Construction**	
11.1	Welcome Center Construction RFP	Grant Contract + 12 months
11.2	Executed Contract with Welcome Center General Construction Contractor	Grant Contract + 15 months
11.3	Welcome Center Building Permit (County)	Grant Contract + 15 months
11.4	Written NTP from Treasury	Grant Contract + 16 months
11.5	Construction of High Island Welcome Center	Grant Contract + 30 months
12	**Website Design and Development**	
12.1	BPNT Website Design and Development Solicitation	Grant Contract + 19 months
12.2	Executed BPNT Website Design and Development Contract	Grant Contract + 23 months
12.3	Operational BPNT Website	Grant Contract + 26 months
13	**Wayfinding and Interpretive Plan Materials Deployment**	
13.1	Wayfinding and Interpretive Plan Materials Deployment RFP	Grant Contract + 19 months
13.2	Executed Wayfinding and Interpretive Plan Materials Deployment Contract	Grant Contract + 22 months

Task	Deliverable Description	Due Date
13.3	Written NTP from Treasury	Grant Contract + 23 months
13.4	Order Wayfinding and Interpretive Plan Materials	Grant Contract + 26 months
13.5	Installed Wayfinding and Interpretive Plan Materials	Grant Contract + 28 months
14	**Closeout**	
14.1	Project Closeout Documentation	Grant Contract + 30 months

ATTACHMENT C

Texas Commission on Environmental Quality
FINANCIAL STATUS REPORT

1. STATE AGENCY ORGANIZATION UNIT TO WHICH REPORT IS SUBMITTED: **Texas Commission on Environmental Quality (TCEQ)**

2. GRANT/CONTRACT TITLE:

3. PAYEE IDENTIFICATION NUMBER:

4. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):

5. TCEQ CONTRACT NUMBER:

6. FINAL REPORT: ○ YES ◉ NO

7. ACCOUNTING BASIS: ○ CASH ◉ ACCRUAL

8. TOTAL PROJECT/GRANT PERIOD:
FROM TO

9. PERIOD COVERED BY THIS REPORT:
FROM

10. BUDGET CATEGORIES:	Approved Budget ($)	Project Cost This Report ($)	Cumulative Project Cost ($)	Balance** ($)
a. Personnel/Salary		*		
b. Fringe Benefits				
c. Travel				
d. Supplies		*		
e. Equipment				
f. Contractual		*		
g. Construction		*		
h. Other		*		
i. Total Direct Costs (Sum a - h)				
j. Indirect Cost				
k. Total (Sum of i & j)				

* List (Itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories. Please attach reports, as required, in accordance with Attachment B of your contract.

** Negative balances in any of the budget categories should be explained in a brief accompanying narrative.

11. CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award document.

Signature of Authorized Certifying Official _____

Typed or Printed Name and Title _____

Telephone (Area code, number and ext.) _____ Date Submitted _____

EXAMPLE

ITEMIZATION OF EQUIPMENT AND CONTRACTUAL COSTS

EQUIPMENT PURCHASES (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION (Should match description provided for approval)	UNIT COST	TOTAL COST	TASKS
TOTAL EQUIPMENT EXPENDITURES (must agree with line 10e on Form 20248)				

CONTRACTUAL EXPENDITURES (during this report period)

SUBCONTRACTOR (NAME)	FOR	COST (THIS PERIOD)	TASKS
TOTAL **CONTRACTUAL** EXPENDITURES (must agree with line 10f on Form 20248)			

EXAMPLE

* LEGIBLE PURCHASE ORDER AND/OR INVOICES MUST BE ATTACHED TO THIS FORM FOR EACH LISTED ITEM OR EXPENDITURE.

END OF PAGE

ITEMIZATION OF CONSTRUCTION COSTS

CONSTRUCTION COSTS (during this report period)

DESCRIPTION	PURPOSE	COST (THIS PERIOD)	TASKS
TOTAL **CONSTRUCTION** EXPENDITURES (must agree with line 10g on Form 20248)			

EXAMPLE

*LEGIBLE DOCUMENTATION MUST BE ATTACHED FOR ALL LISTED EXPENDITURES.

ITEMIZATION OF SUPPLY AND OTHER COSTS

SUPPLIES PURCHASED (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION (Should match description provided for approval)	UNIT COST	TOTAL COST	TASKS
TOTAL **SUPPLY** EXPENDITURES (must agree with line 10d on Form 20248)			$ -	

OTHER EXPENDITURES (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION	UNIT COST	TOTAL COST	TASKS
TOTAL **OTHER** EXPENDITURES (must agree with line 10h on Form 20248)			$ -	

EXAMPLE

*LEGIBLE RECEIPTS OR OTHER SUBSTANTIATING DOCUMENTATION MAY BE ATTACHED FOR EXPENDITURES THAT EQUAL OR EXCEED $500.

ITEMIZATION OF PERSONNEL/SALARY AND TRAVEL COSTS

PERSONNEL/SALARY EXPENDITURES (during this report period)

EMPLOYEE NAME	TITLE/POSITION	SALARY (THIS PERIOD)	TASKS
TOTAL **PERSONNEL/SALARY** EXPENDITURES (must agree with line 10a on Form 20248)			

TRAVEL EXPENDITURES (during this report period)

DESCRIPTION	REASON	COST (THIS PERIOD)	TASKS
TOTAL **TRAVEL** EXPENDITURES (must agree with line 10c on Form 20248)			

* SUBSTANTIATING DOCUMENTATION (time sheets, travel receipts, etc.) MAY BE REQUIRED TO BE ATTACHED TO THIS FORM

END OF PAGE

EXAMPLE

Financial Status Report Preparation Instructions

1. The PERFORMING PARTY, in order to obtain reimbursement for those expenditures authorized under this Contract, shall submit, a completed, legible TCEQ Financial Status Report (TCEQ Form 20248) and any required TCEQ Supplemental 20248 forms. Unless directed otherwise in the Contract, the PERFORMING PARTY shall submit such payment request documents by not later than twenty-one (21) days after the close of each state fiscal year quarter. The reporting periods shall also correspond to the State of Texas fiscal year quarters (September-November; December-February, March-May; June-August). Each Financial Status Report shall indicate, for each budget sub-category the PERFORMING PARTY'S project expenditures for the period in question, the cumulative expenditures with respect to each budget sub-category, and the balance remaining in each budget sub-category following reimbursement of the amount being requested. A quarterly Financial Status Report is required even if no expenses were incurred during the report period.

2. All requests for reimbursement of expenditures that fall within either the "Equipment" or "Contractual" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-1 and identified with respect to the major tasks or objectives, set forth in the Scope of Work, that such expenditures support or satisfy. In addition, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-1, legible documentation that (1) serves to further identify the specific piece of equipment received or the services provided, (2) clearly identifies the vendor or subcontractor who provided the equipment or services, and (3) that confirms the reimbursable amount listed on the form. In the case of equipment purchases, the attached documentation shall be either a purchase order marked "received/paid" or a vendor-submitted invoice similarly marked. In the case of subcontractor provided services, the documentation shall consist of a dated invoice that shows the amount billed to the PERFORMING PARTY and any "past due" amount from previous invoices.

3. All requests under this Contract for the reimbursement of expenditures that fall within the "Construction" category of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-2 and identified with respect to the major tasks or objectives, set forth in the Scope of Work, that such expenditures support or satisfy. In addition, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-2, legible documentation that (1) serves to further identify the specific cost, (2) clearly identifies the vendor or subcontractor who provided the construction related materials or services, and (3) that confirms the reimbursable amount listed on the form. The attached documentation shall be either a purchase order marked "received/paid" or an invoice similarly marked. In the case of subcontractor provided construction services, the documentation shall consist of a dated invoice that shows the amount billed to the PERFORMING PARTY and any "past due" amount from previous invoices.

4. All requests for the reimbursement of expenditures that fall within either the "Supply" or "Other" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-3 and identified with respect to the major tasks or objectives, set forth in the Scope of Work, that such expenditures support or satisfy. In addition, for any single-listed item or service costing more than $500, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-3, legible documentation that (1) serves to further identify the specific items or services, (2) clearly identifies the vendor or subcontractor who provided the items or services, and (3) that confirms the reimbursable amount listed on the form. Although issued purchase orders and/or invoices marked "received/paid" represent the preferred types of documentation for purposes of this section, the PERFORMING PARTY may substitute/attach other records or documents that provide the same type of information. The PERFORMING PARTY shall not intentionally break up single orders of identical or similar items, materials or supplies simply for the purpose of avoiding the above requirement to provide confirming documentation when submitting reimbursement requests to the TCEQ.

5. All requests for reimbursement of expenditures that fall within either the "Personnel/Salary" or "Travel" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-4 and identified with respect to the major tasks or objectives, set forth in the Scope of Work, that such expenditures support or satisfy. Although no supporting documentation is required to be attached to Supplemental Form 20248-4 with respect to reported "Personnel/Salary" expenditures in order to receive reimbursement, the PERFORMING PARTY is expected to maintain signed time sheets that can serve to verify the total, overall hours of staff time being directly billed to this Contract. With respect to employee travel, all costs listed on Form 20248-4 must be supported by attached documentation that identifies the name of the traveler's, and that substantiates the reported reimbursable costs. Documentation, for the purpose of substantiating travel-related costs, includes the following: (1) legible copies of the PERFORMING PARTY-approved travel vouchers, signed by the employees who traveled, and (2) for any travel-related expenses under this contract borne directly by the PERFORMING PARTY (and thus for which reimbursement by the PERFORMING PARTY to the traveler was not required) separate receipts showing, at a minimum, the traveler's name, the travel location, and the travel date(s).

6. When a single expenditure supports or satisfies more than one task or objective, the PERFORMING PARTY need not breakdown that particular expenditure by specific contract task or objective but may simply identify, in relative cost order, the various tasks or objectives supported.

END OF PAGE

Attachment D

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Release of Claims

_____ (Contractor) releases the Texas Commission on Environmental Quality (TCEQ), its officers, agents, and employees from all claims arising out of or relating to TCEQ Contract Number _____ (Contract), except for Contractor's final invoice in the amount of $_____ and retainage withheld by TCEQ in the amount of $_____. Contractor releases any and all liens related to the Contract and relinquishes any right it may have to place liens related to the Contract. Contractor warrants that it has completed all work described in the Contract.

Executed on this ____ of _____, 20__.

By: _____ (Signature)

_____ (Name)

_____ (Title)

EXAMPLE

ATTACHMENT E

Federal Funding Accountability and Transparency Act

This form is required to be completed by the subrecipient for contracts funded wholly or partially with federal funds by TCEQ. In accordance with 2 Code of Federal Regulation (CFR) Part 170 and the Federal Funding Accountability and Transparency Act, as amended, TCEQ must collect subrecipient information for transactions $30,000 or greater.

Information completed by TCEQ Program Area:

TCEQ Contract No./PCR	582-23-22697

Information completed by Subrecipient:

Legal Name of Entity	
Unique Entity Identifier (UEI)	

Exemption from reporting compensation information
* ☐ Please check box for exemption from reporting if in the preceding fiscal year either of the following bulleted items applied:
• Recipient received less than 80% of its annual gross revenues in Federal awards [federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements]; and the recipient received less than $25,000,000 in annual gross revenues from Federal awards. OR • the public has access to information about compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Total Compensation and Names of Top Five Executives (if applicable)	
Name	**Compensation Amount**

Subrecipient Responsible Party		
Title	Print Name	Signature/Date
President/CEO	Helen Drummond	5/9/24

TCEQ-20589 (Rev. 5-17-22)

Federal Funding Accountability and Transparency Act

This form is required to be completed by the subrecipient for contracts funded wholly or partially with federal funds by TCEQ. In accordance with 2 Code of Federal Regulation (CFR) Part 170 and the Federal Funding Accountability and Transparency Act, as amended, TCEQ must collect subrecipient information for transactions $30,000 or greater.

FFATA Form Instructions

Information completed by TCEQ Program Area:
This field should be completed by TCEQ program area.

- **TCEQ Contract No./PCR** – Enter the Contract Number and Procurement Control Request (PCR) generated by Budget Accounting and Monitoring System (BAMS) when the original contract is first established. The PCR number does not need to be provided if it is the same as the last five digits of the Contract number.

Information completed by Subrecipient:
Each field requires a response by the subrecipient.

- **Legal Name of Entity** – Enter name of the subrecipient organization that corresponds with subrecipient's Unique Entity Identifier (UEI) as it appears in the System for Award Management (SAM) profile, www.sam.gov.

- **UEI** – Enter subrecipient's organization's 12-digit UEI as it appears in its SAM Profile. Effective April 4, 2022, the UEI replaced the DUNS Number for the purpose of completing this form. To find your UEI or request a UEI, visit SAM.gov.

- **Total Compensation and Names of Top Five Executives (if applicable)** – As defined in 2 CFR 170.110, you must report Executive Compensation from your preceding fiscal year unless any of the exemption criteria apply.
- **Subrecipient Responsible Party** – The person completing the form should provide title, printed name, signature, and date the form was signed.

Return completed and signed form to TCEQ Contract Manager.

RESTORE Act Direct Component Applicant Certifications
Department of the Treasury

OMB Approval No. 1505-0250

Directions: These certifications are required by federal law and Department of the Treasury (Treasury) regulations to be submitted with each application to Treasury for financial assistance under the RESTORE Act Direct Component. The certifications must be signed by an authorized senior official of the Applicant who can legally bind the entity and has oversight for the administration and use of the Direct Component funds.

A. RESTORE Act Certification

1. Pursuant to the RESTORE Act, I certify that for any award agreement resulting from this application:
(a) Each activity funded under this agreement has been primarily designed to plan for or undertake activities to restore and protect one or more of the following: the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands, or economy of the Gulf Coast region.
(b) Each activity funded under this agreement is designed to carry out one or more of the eligible activities for the Direct Component.
(c) Each activity funded under this agreement was selected after consideration of all meaningful input from the public, including broad-based participation from individuals, businesses, Indian tribes, and nonprofit organizations, as described in the grant application. The certification in this paragraph (1)(c) does not apply to planning assistance funds to prepare and amend the Multiyear Implementation Plan.
(d) Each activity funded under this agreement that protects or restores natural resources is based on the best available science, as that term is defined in 31 C.F.R. Part 34.
(e) The Applicant has procedures in place for procuring property and services under this award that are consistent with the procurement standards applying to Federal grants. The Applicant will not request funds under this award for any contract unless this certification remains true and accurate.
(f) Pursuant to 2 C.F.R. § 200.303, the Applicant will establish and maintain effective internal control over all award agreements resulting from this application, and provide reasonable assurance that the Applicant will manage the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. The Applicant knows of no material deficiencies in its internal controls.
(g) A conflict of interest policy consistent with 2 C.F.R. § 200.318(c) is in effect and covering each activity funded under this Agreement.
(h) The Applicant will comply with Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and all other applicable federal laws and regulations concerning anti-discrimination.

2. I make each of these certifications based on my personal knowledge and belief after reasonable and diligent inquiry, and I affirm that the Applicant maintains written documentation sufficient to support each certification made above, and that the Applicant's compliance with each of these certifications is a condition of the Applicant's initial and continuing receipt and use of the funds provided under this Agreement.

B. Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions: Instructions for Certification

1. By signing and submitting this Application, the prospective primary participant (the Applicant) is providing the certification set out below.
2. The inability of an Applicant to provide the certification required below will not necessarily result in the denial of participation in this covered transaction. The prospective Applicant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with Treasury's approval of the proposed application. However, failure of the Applicant to furnish a certification or an explanation shall disqualify such person/entity from participation in this transaction.
3. This certification is a material representation of fact upon which reliance is placed when Treasury determines to enter into this transaction. If it is later determined that the Applicant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, Treasury may terminate this transaction for cause or default.
4. The Applicant shall provide immediate written notice to Treasury if at any time the Applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transactions," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal", and "voluntarily excluded," as used in this clause (certification), have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact Treasury for assistance in obtaining a copy of those regulations (31 C.F.R. Part 19).
6. The Applicant agrees by submitting this Application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Treasury.
7. The Applicant further agrees by submitting this Application that it will not award any contract or subaward to any entity on the government-wide Excluded Parties List System (see 31 C.F.R. Part 19, Appendix).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, Treasury may terminate this transaction for cause or default.

C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

1.The prospective primary participant (the Applicant) certifies to the best of its knowledge and belief, that it and its principals:
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) 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;
(c) 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 paragraph (1)(b) of this certification; and
(d) 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.

2. Where the Applicant is unable to certify to any of the statements in this certification, such Applicant shall attach an explanation to this proposal.

D. Certification Regarding Drug-Free Workplace Requirements

1. The Applicant certifies that it will provide a drug-free workplace by:
(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against the employee for violations of such prohibition;
(b) Establishing a drug-free awareness program to inform employees about:
(i) The dangers of drug abuse in the workplace;
(ii) The Applicant's policy of maintaining a drug-free workplace;
(iii) Any available drug counseling, rehabilitation, and employee assistance program; and
(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment in such grant, the employee will:
(i) Abide by the terms of the statement; and
(ii) Notify the employer of any criminal drug use statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction;
(e) Notifying the granting agency in writing, within ten calendar days after receiving notice of a conviction under paragraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
(f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(ii) , with respect to any employee who is so convicted:
(i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).

E. Certification Regarding Lobbying

1.The Applicant certifies, to the best of its knowledge and belief, that:
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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.
(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 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 Application, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
(c) The Applicant 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 sub-recipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by title 31 U.S. Code section 1352. 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.

Signature of Authorized Senior Official:			
Name:	[signature]	Date:	5/9/24
Title:	Pres. dent & CEO	Organization:	Houston Audubon

ATTACHMENT G

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action:
- [X] a. contract
- [ ] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [ ] b. initial award
- [X] c. post-award

3. * Report Type:
- [X] a. initial filing
- [ ] b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:

[ ] Prime [X] SubAwardee Tier if known: _____

** Name* _____

** Street 1* _____ *Street 2* _____

** City* _____ *State* _____ *Zip* _____

Congressional District, if known: _____

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

** Name* _____

** Street 1* _____ *Street 2* _____

** City* _____ *State* _____ *Zip* _____

Congressional District, if known: _____

6. * Federal Department/Agency:

_____

7. * Federal Program Name/Description:

_____

CFDA Number, *if applicable:* _____

8. Federal Action Number, *if known:*

_____

9. Award Amount, *if known:*

_____

10. a. Name and Address of Lobbying Registrant:

Prefix _____ ** First Name* _____ *Middle Name* _____

** Last Name* _____ *Suffix* _____

** Street 1* _____ *Street 2* _____

** City* _____ *State* _____ *Zip* _____

b. Individual Performing Services (including address if different from No. 10a)

Prefix _____ ** First Name* _____ *Middle Name* _____

** Last Name* _____ *Suffix* _____

** Street 1* _____ *Street 2* _____

** City* _____ *State* _____ *Zip* _____

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** _____

***Name:** *Prefix* _____ ** First Name* _____ *Middle Name* _____

** Last Name* _____ *Suffix* _____

Title: _____ **Telephone No.:** _____ **Date:** _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

EXAMPLE

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT H

PERFORMANCE PROGRESS REPORT
SF-PPR

		Page 1	of Pages 5
1.Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency	3a. UEI Number	
		3b. EIN	
4. Recipient Organization (Name and complete address including zip code)		5. Recipient Identifying Number or Account Number Contract # 582-XX-XXXX	
6. Project/Grant Period Start Date: *(Month, Day, Year)* / End Date: *(Month, Day, Year)*	7. Reporting Period End Date *(Month, Day, Year)*	8. Final Report? ☐ Yes ☑ No	
		9. Report Frequency ☐ annual ☐ semi-annual ☐ quarterly ☑ other *(If other, describe:* MONTHLY *)*	

10. Performance Narrative *(attach performance narrative as instructed by the awarding Federal Agency)*

See page 4 ff.

11. Other Attachments *(attach other documents as needed or as instructed by the awarding Federal Agency)*

12. Certification: I certify to the best of my knowledge and belief that this report is correct and complete for performance of activities for the purposes set forth in the award documents.

12a. Typed or Printed Name and Title of Authorized Certifying Official	12c. Telephone *(area code, number and extension)*
	12d. Email Address
12b. Signature of Authorized Certifying Official	12e. Date Report Submitted *(Month, Day, Year)*
	13. Agency use only

EXAMPLE

OMB Approval Number: 0970-0334
Expiration Date: 6/30/2009

PERFORMANCE PROGRESS REPORT
SF-PPR-2 (Cover Page Continuation)

		Page 2	of Pages 5
1.Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency	3a. UEI 3b. EIN	4. Reporting Period End Date *(Month, Day, Year)*

Supplemental Continuation of SF-PPR Cover Page

(1) Label Number	(2) Label Name	(3) Provide Grantee or Grant Project information requested
PPR-2-001	SF-PPR	Cover Page
PPR-2-002	SF-PPR-2 Continuation Pg	This Page
PPR-2-003	SF-PPR-B	ks
PPR-2-004	Narrative	More detailed infor of proj not contain in PPR-B
PPR-2-005	Narrative continued	se above
PPR-2-006		
PPR-2-007		
PPR-2-008		
PPR-2-009		
PPR-2-010		
PPR-2-011		
PPR-2-012		
PPR-2-013		
PPR-2-01		
PPR 015		
PPR-2-0		
PPR-2-017		
PPR-2-018		
PPR-2-019		
PPR-2-020		

EXAMPLE

OMB Approval Number: 0970-0334
Expiration Date: 6/30/2009

PERFORMANCE PROGRESS REPORT
Program Indicators SF-PPR-B

		Page 3	of Pages 5
1.Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency	3a. UEI 3b. EIN	4. Reporting Period End Date *(Month, Day, Year)*

B. Program Indicators

(1) Activity Number or Label	(2) Activity Description (Tasks)	(3) Indicator or Status	(4) Explanation
Task-01			
Task-02			
Task-03			
Task-04			
Task-05			
Task-06			
Task-07			
Task-08			
Task-09			
Task-10			

EXAMPLE

Note:
- Agencies will specify if this page is required
- This page can be used for one or more activities and results, and can be duplicated

OMB Approval Number: 0970-0334
Expiration Date: 6/30/2009

SF-PPR PERFORMANCE PROGRESS REPORT NARRATIVE

for BUCKET 1, MIP-1

ENTER PROJECT NAME HERE

Enter Start-End Date of Performance Period

B1 - ACTIVITIES

1) SUMMARIZE ACTIVITIES UNDERTAKEN DURING THE REPORTING PERIOD INCLUDING ACTIVITIES UNDERTAKEN BY ANY SUBAWARDS OR SUBCONTRACTORS.

CLICK OR TAP HERE TO ENTER TEXT.

2) SUMMARIZE ANY KEY ACCOMPLISHMENTS, INCLUDING MILESTONES COMPLETED FOR THE REPORTING PERIOD.

CLICK OR TAP HERE TO ENTER TEXT.

3) LIST ANY CONTRACTS AWARDED DURING THE REPORTING PERIOD, ALONG WITH THE:
   1. NAME OF THE CONTRACTOR AND ITS PRINCIPAL,
   2. THE CONTRACTORS UNIQUE ENTITY IDENTIFIER (UEI),
   3. THE VALUE OF THE CONTRACT,
   4. THE DATE OF AWARD,
   5. A BRIEF DESCRIPTION OF THE SERVICES TO BE PROVIDED, AND
   6. WHETHER OR NOT LOCAL PREFERENCE WAS USED IN THE SELECTION OF THE CONTRACTOR.

CLICK OR TAP HERE TO ENTER TEXT.

4) IF APPLICABLE- LIST ANY SUBAWARDS EXECUTED DURING THE REPORTING PERIOD, ALONG WITH THE NAME OF THE ENTITY AND ITS PRINCIPAL, THE UNIQUE ENTITY IDENTIFIER (UEI) OF THE ENTITY, THE VALUE OF THE AGREEMENT, THE DATE OF AWARD, AND A BRIEF DESCRIPTION OF THE SCOPE OF WORK.

CLICK OR TAP HERE TO ENTER TEXT.

B2 – RISKS, CHALLENGES, AND MITIGATION

1) INDICATE IF ANY OPERATIONAL, LEGAL, REGULATORY, BUDGETARY, AND/OR ECOLOGICAL RISKS, AND/OR ANY PUBLIC CONTROVERSIES, HAVE MATERIALIZED. IF SO, INDICATE WHAT MITIGATION STRATEGIES HAVE BEEN UNDERTAKEN TO ATTENUATE THESE RISKS OR CONTROVERSIES.

CLICK OR TAP HERE TO ENTER TEXT.

2) SUMMARIZE ANY CHALLENGES THAT HAVE IMPEDED THE ABILITY TO ACCOMPLISH THE APPROVED SCOPE OF WORK ON SCHEDULE AND ON BUDGET. IF THE SCOPE OF WORK IS NOT ON SCHEDULE PROPOSE A REVISED SCHEDULE.

CLICK OR TAP HERE TO ENTER TEXT.

B3 – SIGNIFICANT FINDINGS

1) SUMMARIZE ANY SIGNIFICANT FINDINGS OR EVENTS, INCLUDING ANY DATA COMPILED, COLLECTED, OR CREATED, IF APPLICABLE.

CLICK OR TAP HERE TO ENTER TEXT.

B4 - PUBLICITY

1) DESCRIBE ANY ACTIVITIES TO DISSEMINATE OR PUBLICIZE RESULTS OF THE ACTIVITY, PROJECT, OR PROGRAM, INCLUDING DATA AND ITS REPOSITORY AND CITATIONS FOR PUBLICATIONS RESULTING FROM THIS AWARD.

CLICK OR TAP HERE TO ENTER TEXT.

B5 – MONITORING

1) DESCRIBE ALL EFFORTS TAKEN TO MONITOR CONTRACTOR AND/OR SUBRECIPIENT PERFORMANCE, INCLUDING SITE VISITS, DURING THE REPORTING PERIOD.

CLICK OR TAP HERE TO ENTER TEXT.

2) IF SUBAWARDS HAVE BEEN ISSUED, INDICATE WHETHER THE SUBRECIPIENT(S) SUBMITTED AN AUDIT TO THE RECIPIENT, AND IF SO, WHETHER THE RECIPIENT ISSUED A MANAGEMENT DECISION ON ANY FINDINGS.

CLICK OR TAP HERE TO ENTER TEXT.

3) FOR AWARDS WHERE DAVIS-BACON ACT PROVISIONS ARE APPLICABLE, INDICATE WHETHER THE RECIPIENT AND/OR SUBRECIPIENT(S) RECEIVED AND REVIEWED CERTIFIED WEEKLY PAYROLL

RECORDS AND/OR WHETHER THE RECIPIENT OR SUBRECIPIENT(S) CONDUCTED LABOR INTERVIEWS.

CLICK OR TAP HERE TO ENTER TEXT.

4) DESCRIBE ANY OTHER ACTIVITIES OR RELEVANT INFORMATION NOT ALREADY PROVIDED.

CLICK OR TAP HERE TO ENTER TEXT.

B6 – PLANNED ACTIVITIES

1) SUMMARIZE THE ACTIVITIES PLANNED FOR THE NEXT REPORTING PERIOD.

CLICK OR TAP HERE TO ENTER TEXT.

PERFORMANCE PROGRESS REPORT SF-PPR – 10. PERFORMANCE NARRATIVE QUESTIONS

for BUCKET 3, SEP,
Application:

Project Name: Click or tap here to enter text.

PPR Narrative Period of Performance: Click or tap here to enter text.

1. ACTIVITIES

Is the project on schedule?

Choose an item.

2. KEY ACCOMPLISHMENTS

Are there any goals that may not be fully accomplished or metric targets that may **not** be met within the award time?

Choose an item.

- If No, skip to Question #3.
- If Yes, describe how those goals can be accomplished and metric targets met (i.e., with a time extension, modification of milestone dates, or other adaptive management strategies). Also include if you have communicated with the TCEQ staff stating when and how the information was received.

Click or tap here to enter text.

3. ADAPTIVE MANAGEMENT STRATEGY

Describe any adaptive management strategies you have implemented or plan to implement to help accomplish project goals and meet metric targets, including a time extension and/or modification of milestone dates. Please also be sure to update this information in the milestones reporting template, if appropriate.

Click or tap here to enter text.

4. METRICS REPORT

The metrics values for your project are shown in RESTORE Act Metrics Report – RESTORE Council excel form. Update the following fields on the form: “Report period ending”, “current” value, “target” value (if listed as TBD), and the “status/next steps” for all metrics, as appropriate.

Is the Metrics report completed and submitted with this report? (Metrics are submitted quarterly in January, April, July, and October)

As of 08/16/23

Choose an item.

5. LEVERAGED FUNDING

If your project included leveraging (co-funding, adjoining, or building upon others), update the following fields as needed. If the project has multiple sources of funding, repeat all steps for each source.

If not applicable and skip to Question #6.

Funding Type 1 – Choose an item.

- Co-funding (costs that will be shared across funding from two or more sources. The leveraged funding from all sources is required in order to achieve the project objective)
- Adjoining (activities are in a location that adjoins another existing or proposed project; or
- Builds on other work (the project builds upon activities completed or ongoing as part of other projects but is not captured by either of the two types of leveraging).

Funding Amount Enter the total leveraged funding amount for the funding source described below:
$

Source of Funds - Indicate the name of the agency/organization providing the leveraging funds.
Click or tap here to enter text.

Source Type – Choose: other Federal, state, local funder, corporate/for-profit, not for profit, or other. Choose an item.

Status of Funds – Choose: Proposed (funds that have been proposed and may be provided in the future), committed (funds that have been committed to be received for the activity), or received. Choose an item.

Description of Funds – Provide a brief narrative for the leveraging funding information you are providing.

Click or tap here to enter text.

Funding Type 2 – Choose an item.

- Co-funding (costs that will be shared across funding from two or more sources. The leveraged funding from all sources is required in order to achieve the project objective)

As of 08/17/23

- Adjoining (activities are in a location that adjoins another existing or proposed project; or
- Builds on other work (the project builds upon activities completed or ongoing as part of other projects but is not captured by either of the two types of leveraging).

Funding Amount (Enter the total leveraged funding amount for the funding source described below):
$ Click or tap here to enter text.

Source of Funds - Indicate the name of the agency/organization providing the leveraging funds.
Click or tap here to enter text.

Source Type - Choose: other Federal, state, local funder, corporate/for-profit, not for profit, or other: Choose an item.

Status of Funds - Choose: Proposed (funds that have been proposed and may be provided in the future), committed (funds that have been committed to be received for the activity), or received. Choose an item.

Description of Funds – Provide a brief narrative for the leveraging funding information you are providing.

Click or tap here to enter text.

Funding Type 3 – Choose an item.

- Co-funding (costs that will be shared across funding from two or more sources. The leveraged funding from all sources is required in order to achieve the project objective)
- Adjoining (activities are in a location that adjoins another existing or proposed project; or
- Builds on other work (the project builds upon activities completed or ongoing as part of other projects but is not captured by either of the two types of leveraging).

Funding Amount (Enter the total leveraged funding amount for the funding source described below):
$ Click or tap here to enter text.

Source of Funds - Indicate the name of the agency/organization providing the leveraging funds.
Click or tap here to enter text.

Source Type - Choose: other Federal, state, local funder, corporate/for-profit, not for profit, or other: Choose an item.

Status of Funds - Choose: Proposed (funds that have been proposed and may be provided in the future), committed (funds that have been committed to be received for the activity), or received. Choose an item.

Description of Funds – Provide a brief narrative for the leveraging funding information you are providing.

Click or tap here to enter text.

6. CO-FUNDING ISSUES

If co-funding has been identified for this project, are you on target to receive those funds? If co-funding is not applicable to this project, skip to Question #7.

Choose an item.

7. GIS UPDATE

Have there been any updates to this project's GIS files?

Choose an item.

If Yes, submit as a zip file.

8. SPECIAL AWARD CONDITION REQUIREMENTS

Have you met the requirements of any special award conditions applicable to this performance period?

Choose an item.

If Yes, provide a description of the special award condition requirement(s) addressed.

Click or tap here to enter text.

9. WORK COMPLETED

Provide a summary of work completed under this award during *this* performance period.

Click or tap here to enter text.

RESTORE PROGRAM

REPORTING INSTRUCTIONS (as of 06/29/23)

Performance Progress Report (PPR) Instructions

This report is required to detail the performance of the project. The complete PPR requires the completion of four parts (pgs. 1-4 as detailed below). Grantees must submit the PPR for each reporting period occurring during the entire period of performance of the grant, as indicated on Attachment K of the executed contract.

Due Date

This report is due **on the** Calendar Date of the following month submitted for applicable reporting period (*unless otherwise stated in your executed contract*).

Page 1 (SF-PPR)

Field	Instructions
1-6	Populated by TCEQ staff.
7	Enter the *last* day of the current reporting period.
8-9	Populated by TCEQ staff as determined in your executed contract.
10	Enter answers to Performance Narrative Questions in separate Word document supplied to you by TCEQ staff. Once completed, print to PDF, and combine with PPR as Page 4 to submit. If this isn't possible, talk to TCEQ grant specialist.
11	Populated by TCEQ staff as determined in your executed contract.
12a	Enter the authorized certifying official's name and title.
12b	Ensure that the report is signed by the authorized certifying official.
12c	Enter the telephone number of the authorized certifying official.
12d	Enter the email address of the authorized certifying official.
12e	Enter the date the report was submitted.

Page 2 (SF-PPR-2)

This form has been populated by TCEQ. If you would like to attach more documents, please contact TCEQ for assistance. You may also include more documentation in the PPR Narrative.

Page 3 (SF-PPR-B)

Column	Data Element	Instructions
	Fields 1-3	Completed by TCEQ staff.
	Field 4	Populated from the information provided on page 1 of the PPR.
B. Program Indicators		
1	**Activity Number or Label**	Completed by TCEQ staff.
2	**Activity Description (Tasks)**	Completed by TCEQ staff as listed in the most recent approved document regarding tasks and deliverables.
3	**Indicator or Status**	Select: Not Begun, Ongoing, Completed or Delayed from the drop-down menu.
4	**Explanation**	Enter a brief status of tasks and deliverables associated with the tasks. Elaborate more in the narrative, if necessary. *If you did not meet or expect not to meet your target, you must explain.* Once a task has been completed, add completion date in explanation area.

Page 4 (Performance Progress Report Narrative Questions)

Answer all performance progress report narrative questions as listed in the separate Word document. Once complete, save and print to PDF to allow for this page to be combined and submitted as the complete PPR PDF package for TCEQ to review.

ATTACHMENT I

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

December 2018

TABLE OF CONTENTS

RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS 1

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT 2

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM 3

STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT AND AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

C FINANCIAL REQUIREMENTS 4

D RECIPIENT REPORTING AND AUDIT REQUIREMENTS 7

E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS 9

F RECORDS RETENTION REQUIREMENTS 10

G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE 11

H AWARD DISBURSEMENT 12

I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL 13

J NOTIFICATIONS AND PRIOR APPROVALS 13

K PROPERTY 14

L AMENDMENTS AND CLOSEOUT 15

M REMEDIES FOR NONCOMPLIANCE 16

N DEBTS 17

O NON-DISCRIMINATION REQUIREMENTS 18

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS 20

Q DRUG FREE WORKPLACE 20

R LOBBYING RESTRICTIONS 20

S PROCUREMENT 22

T RESEARCH INVOLVING HUMAN SUBJECTS 24

U ENVIRONMENTAL REQUIREMENTS 24

V MISCELLANEOUS REQUIREMENTS AND PROVISIONS 25

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISTION AND IMPROVEMENTS TO REAL PROPERTY

W ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY 35

RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

The grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");
2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program-Specific Terms and Conditions");
4. The approved application, including all documents, certifications, and assurances that are part of the approved application;
5. The approved scope of work;
6. The approved budget; and,
7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply, and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Guidance for Grants and Cooperative Agreements (2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012)), Treasury's RESTORE Act regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), codified at 31 C.F.R. Part 34)), and/or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions in this Section A:

1. **Administrative Costs**

   a. Administrative costs are defined at 31 C.F.R. § 34.2.

   b. Under no circumstances may the recipient use more than three percent of the Award funds received for administrative costs. Administrative costs do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414. Costs borne by subrecipients do not count toward the three percent cap.

   c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

2. **Oil Spill Liability Trust Fund**

   The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. **Remedies for Noncompliance**

   a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

   b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions in this Section B:

1. **Allowable Costs**

   In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

   a. Construction, including the alteration, repair, or rehabilitation of existing structures. Facilities costs are allowable as indirect costs in a federally approved negotiated indirect cost rate.

   b. Acquisition of land or interests in land.

2. **Notifications**

   a. If the selection of a Center or Centers of Excellence occurs after the start date of this Award, the recipient must promptly inform Treasury of the following:

      i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;

      ii. The DUNS Number of the entity;

      iii. Location of the entity;

      iv. Discipline or disciplines assigned to the Center of Excellence;

      v. Description of the actual public input process undertaken, including a summary of any comments received and a description of how they were addressed; and

      vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.

   b. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence, or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

3. **Performance Reports**

   In addition to the reporting requirements in Section D, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

C FINANCIAL REQUIREMENTS

1. **Applicable Regulations**

   This Award is subject to the following federal regulations and requirements. This list is not exclusive:

   a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements.

   b. Treasury's RESTORE Act regulations, 31 C.F.R. Part 34.

   c. Governmentwide Debarment and Suspension, 31 C.F.R. Part 19.

   d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

   e. New Restrictions on Lobbying, 31 C.F.R. Part 21.

   f. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.

   g. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175.

2. **Scope of Work**

   The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

3. **Period of Performance: Pre-award Costs**

   The recipient must use funds obligated and disbursed under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs incurred prior to the effective date of this Award, which are allowable only if:

   a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;

   b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and

   c. These costs would have been allowable if incurred after the date of the award.

4. **Indirect Costs**

   a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, subpart E (*Cost Principles*).

b. Indirect costs charged must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the recipient's budget.

c. Unallowable direct costs are not recoverable as indirect costs.

d. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:

   i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,

   ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

5. **Cost Sharing and Budget Limitations**

   a. The recipient is not required to contribute any matching funds.

   b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

6. **Program Income**

   Any program income (defined at 2 C.F.R. § 200.80) generated by the recipient or the subrecipient during the period of performance of the award or subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e. solely to accomplish the approved scope of work.

7. **Incurring Costs or Obligating Federal Funds Beyond the Expiration Date**

   The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs which are authorized for a period up to 90 days following the end of the period of performance are those strictly associated with close-out activities. Close-out activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 90-day closeout period.

8. **Tax Refunds**

   Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

9. **Subawards**

a. If the recipient is permitted to make subawards under this award, the recipient must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 CFR 200.332) if approved by Treasury. This agreement must incorporate all the terms and conditions of this Award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.

b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).

c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.

d. The recipient must provide training and technical assistance to the subrecipient as necessary.

e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.

f. If lower tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.

g. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards.

i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.

ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.

iii. A recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.

iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

D RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. **Financial Reports**

   a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 90 days after the end of the period of performance.

   b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget class category the use of all funds received by the recipient and subrecipient (if applicable).

   c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.

   d. The recipient must submit all financial reports via http://www.GrantSolutions.gov, unless otherwise specified by Treasury in writing.

2. **Performance Reports**

   a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 90 days following the end of the period of performance.

   b. The recipient must submit all performance reports in (a) above, via http://www.GrantSolutions.gov, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:

      i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:

         a) In Section B-1:

            1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);

            2) Summarize any key accomplishments, including milestones completed for the reporting period;

            3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and

            4) If the recipient or any subrecipient is authorized to make

subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

b) In Section B-2:

1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and

2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.

2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and

3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews.

4) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.

iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. **Interim Reporting on Significant Developments per 2 C.F. R. § 200.328(d)**

a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions

become known:

i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

b. The recipient must:

i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act component, including the Comprehensive Plan Component and Spill Impact Component.

ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.

iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award, and include the name and DUNS number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. **Audit Requirements**

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

5. **Operational Self-Assessment**

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The recipient must submit the *Operational Self-Assessment* electronically to restoreact@treasury.gov, unless otherwise specified in writing by Treasury. The form may be downloaded at Direct Component OSA or Centers of Excellence OSA.

E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:

a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;

b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act.

d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015).

e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.

f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.

3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and the Treasury Inspector General, followed by submitting a proposed mitigation plan to Treasury.

4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII) consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

F RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;

c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;

d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;

e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and

f. Any reports, publications, and data sets from any research conducted under this Award.

2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.333.

4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. **Access to Records**

a. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent

to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).

If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section F above).

2. **Access to the Recipient's Sites.**

   The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

H AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's RESTORE Act regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.
2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.
3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.
5. Requirements applicable to recipients that are states: Payment methods of state

agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

6. Requirements applicable to recipients that are not states: The recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.
7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).
8. The recipient must maintain advances of federal funds in interest bearing accounts, unless one of the following conditions applies:
    a. The recipient receives less than $120,000 in federal awards per year;
    b. The best reasonably available interest bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances; or
    c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
9. On an annual basis, the recipient must remit interest earned on federal advance payments deposited in interest-bearing accounts to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to $500 per year may be retained by the recipient and used for administrative costs.

I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

J NOTIFICATIONS AND PRIOR APPROVALS

1. **Notifications**

In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever any of the following is anticipated or occurs:

a. A vacancy or change to key personnel listed in the application.

b. Any termination of a subaward prior to the expiration of the agreement with the subrecipient.

c. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. **Prior Approvals**

a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:

i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);

ii. A need to extend the period of performance;

iii. A need for additional federal funds to complete the activity, project, or program;

iv. The transfer of funds among direct cost categories or programs, functions, and activities if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;

v. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award.;

vi. Any transfer between the non-construction and construction activities; and

vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award.

b. If requesting a no-cost extension to this Award, the request must be made no less than 30 days prior to the end of the period of performance for this Award. Any extension of the period of performance requires prior written approval from Treasury.

K PROPERTY

1. **General Requirements**

a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through § 200.316 for real property, equipment, supplies, and intangible property. The recipient must also comply with the RESTORE Act requirements concerning the acquisition of land and interests in land at 31 C.F.R. § 34.803.

b. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

2. **Supplies and Equipment**

a. Requirements that are applicable to recipients that are states:

i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.

ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.

b. Requirements that are applicable to recipients that are not states:

i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than $5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than $5,000 per unit or a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

L AMENDMENTS AND CLOSEOUT

1. **Amendments**

a. The terms of this Award may be amended with the written approval of the recipient and Treasury.

b. Treasury reserves the right to amend the terms of this Award if required by federal law or regulation.

c. Amendments must be requested in writing, and must include an explanation for the reason this Award should be amended.

2. **Closeout**

a. Treasury will close out this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.

b. Within 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient

must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable).

.

c. The recipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension.

d. The recipient must promptly refund any balances of unobligated cash that Treasury paid.

e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.

f. The closeout of this Award does not affect any of the following:

   i. The right of Treasury to disallow costs and recover funds on the basis of a later audit or other review;

   ii. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

   iii. The recipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

M REMEDIES FOR NONCOMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):

   a. Impose additional Special Award Conditions such as:

      i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests,

      ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report,

      iii. Requiring additional activity, project, or program monitoring,

      iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance, and/or

      v. Establishing additional actions that require prior approval;

   b. Temporarily withhold payments pending correction of the noncompliance;

   c. Disallow from funding from this Award all or part of the cost of the activity or action not in compliance;

   d. Wholly or partly suspend or terminate this Award;

   e. Withhold additional Awards; and/or

   f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

   Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient

will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

2. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.
3. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.
4. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.339. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.
5. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 180.
6. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

N DEBTS

1. **Payment of Debts Owed the Federal Government**

   a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.

   b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

   c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.

   d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year

or such other higher rate as authorized by law.

e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. **Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs**

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. **Statutory Provisions**

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

f. Any other applicable non-discrimination law(s).

2. **Regulatory Provisions**

a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or

activities receiving federal financial assistance;

b. Treasury Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. **Other Provisions**

a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. **Title VII Exemption for Religious Organizations**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. **Protections for Whistleblowers**

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below 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:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement

agency;

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed $25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at http://www.sam.gov.
2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
3. The recipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q DRUG FREE WORKPLACE

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

R LOBBYING RESTRICTIONS

1. **Lobbying Restrictions**

   a. Solely for the purposes of Section R of these Standard Terms and Conditions, "recipient" is used as defined at 31 C.F.R. § 21.105(0). Solely for the purposes of Section R of these Standard Terms and Conditions, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.

   b. All recipients must comply with the provisions of 31 U.S.C. § 1352, as amended, and with regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay 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 making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

2. **Certification**

   a. Each person who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.

   b. The certification shall be filed pursuant to 31 C.F.R. § 21.100(a) and (b).

   c. Any subrecipient, at any tier, who receives a subaward exceeding $100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

   d. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding $100,000 under this award, shall file with the tier above them a certifications, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

   e. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

3. **Disclosure of Lobbying Activities**

   a. The award recipient of this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with Treasury disclosure form SF-LLL, set forth in Appendix B of 31 CF.R. Part 21, if that award recipient is paid or will pay any funds, other than Federal appropriated funds, 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 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 grant.

   b. Every recipient of a subaward under this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, 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 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 grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

   c. Every recipient of a contract or subcontract under this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, 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 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 grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

d. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 US.C. § 1352,

e. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which "materially affect" the accuracy of information already reported include:

    i. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

    ii. A change in the persons(s) influencing or attempting to influence; and/or

    iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,

f. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

g. The award recipient must include a statement in all subaward, contracts and subcontracts exceeding $100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,

h. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

S PROCUREMENT

1. The recipient 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 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.

2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

3. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.

4. Requirements applicable to recipients and subrecipients that are states: When executing procurement actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards,* as well as any other provisions required by law or regulations.

5. Requirements applicable to recipients and subrecipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*.

6. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms, 2 C.F.R. § 200.321. Recipients and subrecipients that are not states must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps 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 business, 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;

    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; and,

    f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

T RESEARCH INVOLVING HUMAN SUBJECTS

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.
2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
3. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
    a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
    b. Documentation to support an exemption for the project;
    c. Documentation to support deferral for an exemption or IRB review; or
    d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

U ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)

2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)

3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738

4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)

5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)

6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)

7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)

8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)

9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)

10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)

11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)

12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)

13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)

14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)

15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186

16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)

17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)

18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)

19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)

20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended

21. Flood Management, EO 11988, as amended by EO 13690, and Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608

22. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)

23. Coral Reef Protection, EO 13089

24. Invasive Species, EP 13112

V MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. **Prohibition Against Assignment by the Recipient**

   Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. **Disclaimer Provisions**

   a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.

   b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. **Prohibited and Criminal Activities**

   a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).

   b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.

   c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.

   d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs

   e. Copeland "Anti-Kickback" Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. **Political Activities**

   The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. **American-Made Equipment and Products**

   The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

6. **Increasing Seat Belt Use in the United States**

   Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

7. **Minority Serving Institutions (MSIs) Initiative**

   Pursuant to EOs 13555 and13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html.

8. **Research Misconduct**

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

9. **Care and Use of Live Vertebrate Animals**

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

10. **The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, *as defined in 2 C.F.R.* §175.25(d), without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity*

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;

ii. Procure a commercial sex act during the period of time that this Award is in effect; or

iii. Use forced labor in the performance of this Award or subawards under this Award.

2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or

ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

A. Associated with performance under this Award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

b. *Provision applicable to a recipient other than a private entity*. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or

2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

i. Associated with performance under this Award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

c. *Provisions applicable to any recipient*.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.

3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.

d. *Definitions*. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

B. A for-profit organization

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

11. **The Federal Funding Accountability and Transparency Act of 2006, as amended, (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)**

a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.

b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (*i.e.*, prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed at http://www.USASpending.gov.

c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to $25,000. This includes any action that brings the cumulative total award to $25,000 or more. This report must be filed electronically at http://www.fsrs.gov.

d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—

i. The total federal funding authorized to date under this Award is $25,000 or more; and

ii. In the preceding fiscal year, the recipient received—

1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and

2) $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.

f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, (CCR)) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at https://www.sam.gov/portal/public/SAM/).

g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

12. **Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance**

a. *General Reporting Requirement*

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the accuracy of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph b. of

this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. *Proceedings About Which The Recipient Must Report*

The recipient must submit the information required about each proceeding that:

i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
ii. Reached its final disposition during the most recent five year period; and
iii. Is one of the following:

1) A criminal proceeding that resulted in a conviction, as defined in paragraph e. of this award term and condition;
2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3) An administrative proceeding, as defined in paragraph e. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
4) Any other criminal, civil, or administrative proceeding if:

a) It could have led to an outcome described in paragraph b.iii. 1), 2), or 3) of this award term and condition;
b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this award term and condition. The recipient does not need to submit the information a second time under assistance awards that the recipient received if they already provided the information through SAM because they were required to do so under Federal procurement contracts that they were awarded.

d. *Reporting Frequency*

During any period of time when the recipient is subject to the requirement in paragraph1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that they have not reported previously or affirm that there is new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. *Definitions*

For purposes of this award term and condition:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.,* Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

13. **Publications and Signage**

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: "This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury."

14. **Homeland Security Presidential Directive 12**

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this Section V.14. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in the section below. The recipient must insert the following term in all subawards

and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.

b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:

   i. When no longer needed for subaward or contract performance;

   ii. Upon completion of the subrecipient or contractor employee's employment; or

   iii. Upon subaward or contract completion or termination.

15. **Foreign Travel**

a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.

b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.

c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website http://www.gsa.gov/portal/content/103191. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website http://www.state.gov/e/eeb/tra/.

e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from the Treasury. When requesting such approval, the recipient must provide a justification in

accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

16. **Export Control**

a. This clause applies to the extent that this Award involves access to export-controlled items.

b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions:

i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.

ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.

d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.

e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.

f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

g. Compliance with this Section V.15 will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.

h. The recipient shall include this clause, including this paragraph (i), in all lower tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

W ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

1. **Compliance with State, Local and Federal Requirements**

   The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or other critical event.

2. **Title**

   Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way and easements necessary for the completion of the project.

3. **Permitting Requirements**

   Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project.

4. **Federal Interest in Real Property**

   “Federal interest” refers to real property that is acquired or improved, in whole or in part, with RESTORE Act Direct Component funds, which must be held in trust by the Recipient for the benefit of the project for the Estimated Useful Life of the project, during which period Treasury retains an undivided equitable reversionary interest in the real property (i.e., the “federal interest”).

5. **Estimated Useful Life**

   Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury, during which Treasury

anticipates obtaining the benefits of the project pursuant to project purposes authorized by the RESTORE Act. For this award the recipient has proposed an Estimated Useful Life from the date of construction completion. Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property improved, in whole or in part, with the Treasury investment.

If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

6. **Commencement of Construction**

The recipient should not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and all necessary permits have been obtained, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

7. **Use of Real Property**

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

8. **Recording the Federal Interest in the Real Property**

To document the federal interest, the recipient agrees to prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, to ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with federal assistance funds. See 2 C.F.R. § 200.316. This Covenant does not establish a

traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates an interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

a. The Covenant must be satisfactory in form and substance to Treasury, must include the name and current address of the recipient and subrecipient (if applicable), the grant award number, amount and date of award and subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act; that it will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the recipient/subrecipient takes without the written permission of Treasury.

b. The recipient agrees to provide to Treasury an attorney's title opinion as to the title owner of the property, and to properly record, in accordance with applicable law, the Covenant in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.

c. Treasury requires an opinion of counsel for the recipient to substantiate that the document has been properly recorded.

d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.

e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.

f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished and the federal government has no further interest in the real property.

Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion are those projects for which federal funds will not be used to fund the construction of built structures, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects.

9. **Administration, Operation and Maintenance**
The recipient agrees to administer, operate, and maintain the project for its Estimated

Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

a. Strikes or work stoppage;

b. Floods, earthquakes, or other natural disasters; terrorist acts; and

c. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. **Reporting Requirement**

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of completion of construction or real property acquisition, and are due no later than 30 days following the end of the reporting period.

11. **Insurance**

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. **Bonding**

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are 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 instruments 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.

13. **Floodplain Requirements**

In accordance with 44 C.F.R. Part 9, prior to Treasury’s authorization to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury’s satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury’s authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.

b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. **Goals for Women and Minorities in Construction**

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of $10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

a. The goal for participation of women in each trade area must be as follows: From April 1, 1981, until further notice: 6.9 percent;

b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,

c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the “Standard Federal Equal

Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. **Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)**

Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C § 1292; or for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of $2,000 awarded by the non-Federal entity 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 C.F.R. 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 contracts 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 Treasury. 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 C.F.R. Part 3, "Contracts 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 or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to Treasury.

16. **Equal Opportunity Clause**

Pursuant to 41 C.F.R. § 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, [t]he [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

41 C.F.R. § 60-1.4 Equal opportunity clause.

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 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 applicant 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 applicant 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 applicant 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

17. **Revised ADA Standards for Accessible Design for Construction Awards**

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

ATTACHMENT J

RESERVED

ATTACHMENT K

BUCKET 1 REPORTING REQUIREMENTS

This attachment incorporates all reporting requirements and forms from the execution of the grant contract to the termination of the project. Please use these required forms when submitting your information and always submit in pdf format to RestoreGrants@tceq.texas.gov. Include Project Name and which federal form is being submitted (FSR, PPR, Milestone Report or Status of Performance Report, and Close Out).

Federal Funding Accountability and Transparency Act (FFATA) Reporting (Attachment E): Required for signature with contract.

Due Monthly on the 10th:

Financial Status Report (FSR) (Attachment C). This form is used for both invoicing and reporting, even if there is not an invoice associated.

Due Quarterly on the 10th: April, July, October, January

Performance Report (PPR) (Attachment H) – This report is required to detail performance of the project and the reporting dates are detailed below.

Milestones Report (Attachment M) – This report is required to detail how the milestones for the project are being met and is attached as a template only. Project specific milestones should be taken and updated from the TCEQ federal application submission of the specific project.

Status of Performance Report (Attachment O) – This report is required to detail the success measures for the project and is attached as a template only. Project specific performance measures should be taken and updated from the TCEQ federal application submission of the specific project.

During Construction:

The PPR is due monthly on the 10th until construction is substantially complete.

As needed:

Budget Revision Request Form (BRR (Attachment J). This form must be submitted to request line item changes within the approved budget. This form must be approved prior to requesting reimbursement.

Close Out Documentation - Performing Party must submit all final documentation including final invoice(s); backup for costs requested to be reimbursed; release of claims; final reports (accepted by TCEQ); inventory of any unused supplies and equipment with a present value over $5,000.

Due by the 45th calendar day after the subgrant end date (expiration date). Time is of the essence to comply with this deadline as TCEQ will be required to meet close out deadlines for the award established by Treasury.

Attachment L (original award)

1. DATE ISSUED *MM/DD/YYYY* 04/30/2020	**1a. SUPERSEDES AWARD NOTICE dated** except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 21.015 - Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

3. ASSISTANCE TYPE Formula Grant

4. GRANT NO. 1 RDCGR480114-01-00 **Formerly**	**5. TYPE OF AWARD** Other
4a. FAIN RDCGR480114	**5a. ACTION TYPE** New
6. PROJECT PERIOD *MM/DD/YYYY* **From** 05/01/2020	*MM/DD/YYYY* **Through** 04/30/2025
7. BUDGET PERIOD *MM/DD/YYYY* **From** 05/01/2020	*MM/DD/YYYY* **Through** 04/30/2025

8. TITLE OF PROJECT (OR PROGRAM)
FY20 RESTORE PROMOTION OF TOURISM BKT 1

U.S. DEPARTMENT OF THE TREASURY
Office of the Fiscal Assistant Secretary

1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

9a. GRANTEE NAME AND ADDRESS
ENVIRONMENTAL QUALITY, TEXAS COMMISSION ON
12100 Park Thirty Five Cir
Austin, TX 78753-1808

9b. GRANTEE PROJECT DIRECTOR
Ms. Sheri Land
P.O.Box 13087
MC 218
AUSTIN, TX 78711
Phone: 512-239-0627

10a. GRANTEE AUTHORIZING OFFICIAL
Ms. Brenda Allred
P.O. Box 13087 MC-100
Austin, TX 78711-3087
Phone: 512-239-0269

Electronically Signed 05/07/2020

10b. FEDERAL PROJECT OFFICER
Ms. Nicole Edwards
1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001
Phone: 202-622-0175

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only		
II Total project costs including grant funds and all other financial participation	II	
a. Salaries and WageS		120,000.00
b. Fringe Benefits		46,380.00
c. Total Personnel Costs		166,380.00
d. Equipment		0.00
e. Supplies		786.00
f. Travel		13,344.00
g. Construction		0.00
h. Other		786.00
i. Contractual		15,803,446.00
j. TOTAL DIRECT COSTS		15,984,742.00
k. INDIRECT COSTS		39,900.00
l. **TOTAL APPROVED BUDGET**		16,024,642.00
m. Federal Share		15,030,435.00
n. Non-Federal Share		994,207.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	15,030,435.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	15,030,435.00
13. Total Federal Funds Awarded to Date for Project Period	15,030,435.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)
See next page

AUTHORIZING OFFICIAL:

17.OBJ CLASS 410006	**18a. VENDOR CODE** 4853682	**18b. EIN** 742677375	**19. DUNS** 808805154	**20. CONG. DIST.** 10
FY-ACCOUNT NO.	**DOCUMENT NO.**	**ADMINISTRATIVE CODE**	**AMT ACTION FIN ASST**	**APPROPRIATION**
21. a. Direct	b. RDCGR480114	c. RDC	d. $15,030,435.00	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

REMARKS:

This award is approved by Gregory J. Till, Authorizing Official. Accepting this award in GrantSolutions.gov constitutes acceptance of this award and the Standard Terms and Conditions and Programmatic Terms and Conditions and Special Award Conditions. Award funds will be available to the awardee in an ASAP.gov account.

An Estimated Useful Life will be established for the individual promotion of tourism projects as applicable prior to Treasury providing TCEQ with permission to commence construction.

DavisBacon Act requirements apply to the construction of treatment works, which includes certain stormwater controls. See 33 U.S.C. 1372. Davis-Bacon Act may apply to the E.K. Atwood Park Pavilion Improvement, Padre Balli & Magee Beach Parks, and East End Lagoon Phase 1-A projects because their scope of work involve improvements/construction of a restroom facility. The subrecipient agreement(s) and construction contracts should specify whether requirements of the Davis Bacon Act are applicable to the project. Treasury will review the draft subrecipient agreements to verify if Davis-Bacon Act is applicable.

RESTORE Act - FUNDING AUTHORIZATION

1.

Funding Authorization Table

Total Amount of Federal Funds Awarded to Date for Project Period	Amount of Funding Restrictions	Amount of Financial Assistance This Action	Amount authorized for ASAP Account this Action	Notes
$15,030,435.00	**$0.00**	**$15,030,435.00**	**$15,030,435.00**	**Initial Authorization with an ASAP Maximum Draw Limit of $543,306.00 per SAC # 2 restriction.**

RESTORE Act - SPECIAL AWARD CONDITIONS

1. The following Special Award Conditions apply to this award:

Special Condition 1: Prior to its execution of each subrecipient agreement with the Sea Turtle, Inc., Cameron County, Nueces County, Brazoria County, City of Padre Island, and the Galveston Park Board of Trustees, TCEQ must submit to Treasury OGCR each draft subrecipient agreement for Treasury OGCR verification.

Special Condition 2: An ASAP Maximum Draw Limit of $543,306.00 is in place for this award. The ASAP Maximum Draw Limit allows TCEQ to draw down funds from this award for TCEQ costs. Prior to Treasury's increase of the maximum draw limit for project-specific pre-construction costs, TCEQ must deliver to Treasury, in form and substance satisfactory to Treasury, documentation that it has satisfied the requirements of SAC No. 1. Further increases to the maximum draw limit will be given with Treasury's permission to proceed with construction for each of the subrecipient projects per Treasury RESTORE Act Standard Terms and Conditions Section W.6. In its request to commence construction, TCEQ must also submit documentation verifying each subrecipient has addressed the environmental compliance findings from Treasury's preaward environmental compliance review.

Special Condition 3: Prior to each permission to commence construction, TCEQ must submit to Treasury evidence, satisfactory to Treasury, that TCEQ has either reviewed the subrecipient's procurement policies and procedures or the subrecipient's self-certification of its procurement systems per 2 C.F.R. § 200.324.

Special Condition 4: In the "Remarks" section of each semi-annual Federal Financial Report (FFR), TCEQ is required to provide subrecipient project-level expenditure information by subrecipient.

Special Condition 5: TCEQ must account for all invoicing identified in this grant award. The subrecipients will utilize federal funding for construction with a proportional rate of each allowable and allocable invoice as follows: Sea Turtle Educational Complex is 52.26%; the Laguna Madre Boat Ramp & Education, Conservation and Tourism is 64.92%. These percentages may change based on use of funds identified in the subrecipient agreements.

AWARD ATTACHMENTS

ENVIRONMENTAL QUALITY, TEXAS COMMISSION ON 1 RDCGR480114-01-00

1. Standard and Program Specific Terms and Conditions - December 2018
2. Scope of Work

TEXT INTENTIONALLY OMITTED

[The full text of RESTORE ACT - FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS (December 2018) Is set out in Attachment I and can also be viewed at: https://home.treasury.gov/system/files/216/RESTORE-ACT-Standard-Terms-and-Conditions-December-2018-Final.pdf

TCEQ Promotion of Tourism Program Scope of Work (including Excerpts from the Application Narrative and attachments)

The Texas Commission on Environmental Quality (TCEQ) requests $17,173,996 in Direct Component funds to implement a promotion of tourism program comprised of six projects designed to promote tourism in the Texas Gulf Coast Region. Other funding contribution of $994,207.00 is included in the application towards the Sea Turtle Educational Complex and the Laguna Madre Boat Ramp & Education, Conservation and Tourism projects. The total cost to oversee the promotion of tourism program and finalize planning and implementation of the six projects in the TCEQ application is $18,168,203.

In this award, Treasury fund TCEQ's application at a reduced award amount of $15,030,435.00 and withhold from the award $2,143,561.00, which is slated for land acquisition costs until TCEQ provides Treasury with the appropriate documentation from the subrecipients for the E.K. Atwood Park Pavilion Improvements ($1,000,000.00) and the Laguna Madre Boat Ramp & Education, Conservation and Tourism ($1,143,561.00) projects.

The projects, selected through a competitive process as part of the development of the state's multiyear implementation plan, will be implemented with Federal funds and non-Federal funds as shown in the attached budget (Attachment A-1). Non-federal funds that were initially identified have already been expended by the subrecipient and/or related tasks will be completed outside the scope of the award and are not subject to federal requirements and review by TCEQ and are described in the individual projects below.

TCEQ will perform the necessary oversight work to ensure the activities conducted within each of the six projects included in this application maintain compliance with the regulatory standards and fiscal responsibilities required by the RESTORE Act, Treasury, and TCEQ. TCEQ requires a risk assessment of each subrecipient.

The requested performance period for the promotion of tourism program is 60-months (5 years). The Estimated Useful Life (EUL) for applicable components of the projects that require an EUL will be established within the subrecipient agreements. Also, all required permits, permissions, easements and/or determinations will be secured prior to seeking permission to commence construction.

TCEQ will review subrecipients' ability to self-certify their procurement standards for compliance with 2 CFR 200, and for those subrecipients who cannot self-certify, will review the procurements of all their contracts.

TCEQ Promotion of Tourism Program Scope of Work (including Excerpts from the Application Narrative and attachments)

TCEQ Program Oversight Milestones

Milestone Number	Milestone Description	Estimated Completion Timeframe	Is milestone contingent upon completion of another milestone?	What percentage of the Scope of Work is estimated to be completed with this milestone?
1	Development of grant contract agreements with subrecipients	Award + 2 months	No	15%
2	Program and Project oversight and compliance	Award + 60 months	1	30%
3	Program and Project monitoring and reporting	Award + 60 months	1	30%
4	Begin Program and Project close out	Award + 60 months	1, 2, 3	25%

The six projects that will be implemented as part of TCEQ's promotion of tourism program are described below.

Project 1: Sea Turtle Education Complex

The Sea Turtle, Inc. Educational Complex project, located in the City of South Padre Island, Cameron County, Texas, will be implemented by, Sea Turtle, Inc. The amount of the subaward from TCEQ is $1,261,000.00 for the construction of a new veterinary clinic that will be used to rehabilitate sea turtles and will be opened to the public as a tourist attraction in South Padre Island, Texas. Construction cost are for a subrecipient construction contract for architectural/engineering, construction site work (elevation/bulkheads), demolition (clinic/tank removal), and Construction (new veterinary clinic).

Founded in 1977, Sea Turtle, Incorporated provides rehabilitation care to hundreds of injured and/or endangered sea turtles each year and provides public education to over one hundred-thousand tourists and school children annually. The existing facility is inadequate for the number of visitors touring the facility, the number of turtles being rehabilitated, and staffing needs. This construction project will create the largest stand-alone sea turtle rehabilitation center in the United States, and include veterinary medical equipment, including a CT scanner, and lead- lined windows permitting public viewing access to the clinic. The project is expected to increase the annual number of visitors to 240,000 annually and increase state and local tax revenue from $66,269 in 2018 to $82,000 by the target year of 2022.

The Federal Share of this project is $659,000 and the Non-Federal Share is $602,000. All funds will be in a subrecipient agreement with the Sea Turtle, Inc. Other funding contribution of $602,000.00 will be provided by the Sea Turtle, Inc. Direct Component funds will only pay for the construction of the new veterinary clinic based on its proportional share of the total project cost. Cost for personnel, fringe, land appraisal and A/E will be paid for by the subrecipient outside the scope of work and are not subject to Federal requirements.

***Project 1* – Sea Turtle Education Complex**				
Milestone Number	**Milestone Description**	**Estimated Completion Timeframe**	**Is milestone contingent upon completion of another milestone?**	**What percentage of the Scope of Work is estimated to be completed with this milestone?**
1-1	Execute grant contract with TCEQ	TBD	No	3%
1-2	Architect Contractor selected	Award + 1	1	2
1-3	Receipt of Engineering Requirements and Project Specifications	Award + 4	1,2	2
1-4	Execute contract with Construction Contractor	Award + 7	1,2,3	5
1-5	Construction of Rehabilitation Clinic	Award + 18	1-4	85
1-6	Project closeout	Award + 24	1-5	3

Measure Number	**Measure**	**Baseline**	**Target**	**Target Date**
1-1	Tourism (Number of daily visitors under 18)	6,000	10,000	12/2022
1-2	New or remodeled attractions (capacity of recovering and rehabilitating sea turtles)	50	80	12/2022
1-3	Tourism (Number of annual visitors)	150,000	240,000	12/2022

Project 2: E.K Atwood Park Pavilion Improvements

The E.K Atwood Park Pavilion Improvements project, located in the City of South Padre Island, Cameron County, Texas, will be implemented by, Cameron County. The amount of the subaward from TCEQ is $2,350,000.00 for the construction of additional parking and improvements at a county park in South Padre Island, Texas in an effort to attract more visitors and tourists to the destination. $1,000,000.00 for land acquisition is withheld from the award for this project until TCEQ provide the appropriate documentation (appraisal and willing seller letter) from the subrecipient in a grant amendment request.

The specific improvements are: (1) improving the entry gate, (2) expanding and repairing the parking lot while converting it to a more environmentally friendly parking system, (3) improving the shade structures, (4) adding community rinse station areas, (5) fixing the bathrooms, (5) upgrading the water system, (6) adding picnic pavilions near the main pavilion, (7) upgrading the lighting throughout the park (to avoid light contamination for animals), and (8) adding educational signage.

This project includes the construction of improvements at the existing Edwin King Atwood Park Pavilion. This project will improve the Park's benefit to the public, will provide tremendous economic gains to the area through tourism and offer environmental benefits to the Gulf Coast Region. E.K. Atwood is located on Cameron County Beach Access #5 on South Padre Island, Texas, at the separation point where cars are allowed on the beach (to the north of the park) and the point where driving is not allowed (to the south of the park). The additional parking provided will close off the vehicular access to the beach at this location which will comply with the Cameron County's Erosion Response Plan and the Open Beaches Act. This will produce huge environmental benefits by helping to remove vehicular traffic on the beach and improving the quality of habitat for the native and migratory wildlife in the area.

The Federal Share of this project in this award is $2,350,000.00. All funds will be in a subrecipient agreement with Cameron County. Other Third-Party Contribution funding in the amount of $3,835,151.00 identified in the multiyear plan has already been expended by Cameron County for planning and design ($264,357 for Planning and Design costs, and $3,570,794 for Construction costs).

Project 2 – E.K. Atwood Park Pavilion Improvements				
Milestone Number	**Milestone Description**	**Estimated Completion Timeframe**	**Is milestone contingent upon completion of another milestone?**	**What percentage of the Scope of Work is estimated to be completed with this milestone?**
2-1	Execute contract with TCEQ	Award + 1 months	No	3%
2-2	Project Oversight	Award + 24 months	1	4%
2-3	Land acquisition (survey, appraisals and Title Deed)	Award + 6 months	1	20%
2-4	Contract executed with engineering firm (includes conceptual layout)	Award + 6 months	1,3	3%
2-5	Plan specification and cost estimate	Award + 10 months	1,3,4	4%
2-6	Contract executed with construction firm (includes conceptual layout)	Award + 11 months	1,3-5	3%
2-7	Construction commences upon receipt of NTP from TCEQ/Treasury	Award + 14 months	1, 3-6	60%
2-8	Project Closeout	Award + 24 months	1, 3-7	3%

Measure Number	**Measure**	**Baseline**	**Target**	**Target Date**
2-1	Tourism (annual number of visitors)	100,000	500,000	12/2021
2-2	New or remodeled attraction (pavilion and amenities)	0	1	12/2021

Project 3: Padre Balli & Magee Beach Parks

The Padre Balli & Magee Beach Parks project, located in Nueces County, Texas, will be implemented by, Nueces County. The amount of the subaward from TCEQ is $7,500,000.00 for contractual cost to construct additional campsites, dune walkovers, restroom and shower facilities, and a 19 mile hike/bike trail in the county park to attract and accommodate additional tourists. Renovation work will be focused outside of the 1,000-foot setback line allowing the Nueces County Coastal Parks System to achieve long term sustainability and resilience from climate related events (coastal storms) and adapt to sea level rise issues in the future. The planning phase has already been completed, including applicable regulatory compliance and permitting, and all levels of environmental compliance have been addressed by Nueces County in Phase I.

The Contractual costs are for the subrecipient to enter into contracts for grant administration, construction management, architectural/engineering services, geotechnical investigation/construction material testing, construction for both parks (site work, demolition/disposal, construction of public buildings with showers and restrooms, pumps and motors for water/sewer system(s), and construction of all park improvement elements).

The Federal Share of this project in this award is $7,500,000.00. Other Third-Party Contribution funding in the amount of $5,000,000 (from the Board of Park Commissioners and the Nueces County Commissioners Court) identified in the multiyear plan has already been expended by Nueces County, along with an additional $1,800,000 of local funds (total of $6,800,000) was used to complete Phase I and to recover from damage caused by Hurricane Harvey to be 'project ready' for the proposed activities.

***Project 3* – Padre Balli & Magee Beach Parks**				
Milestone Number	**Milestone Description**	**Estimated Completion Timeframe**	**Is milestone contingent upon completion of another milestone?**	**What percentage of the Scope of Work is estimated to be completed with this milestone?**
3-1	Execute grant contract with TCEQ	Award + 1 month		3%
3-2	Project Oversight	Award + 48 months	1	4%
3-3	Execute contract with engineering firm	Award + 3 months	1	3%
3-4	Engineering and design complete	Award + 15 months	1,3	7%
3-5	Environmental Compliance USACE Consultation Complete	Award + 16 months	1,3,4	7%
3-6	Execute contract with construction firm	Award + 20 months	1,3,4,5	3%

3-7	Construction complete (both parks)	Award + 48 months	1,3-6	72%
3-8	Project Closeout	Award + 48 months	1-7	1%

Measure Number	Measure	Baseline	Target	Target Date
3-1	Number of annual visitors (both parks)	1,500,000	8,000,000	12/2023

Project 4: Quintana Beach Public Fishing Pier Renovation

The Quintana Beach Public Fishing Pier Renovation project, located in Brazoria County Texas, will be implemented by Brazoria County.

This construction project will renovate and extend the existing Quintana Beach Public Fishing Pier, located in Brazoria County, near the Quintana Beach Park and RV campground. The pier will be extended by an additional 200 feet and a new 150-foot T-head platform will be added to the end of the structure (total of 350 linear feet). The project will ensure the entire pier is fully Americans with Disabilities Act (ADA) compliant. This is the only free public fishing pier within the boundaries of the Houston-Galveston Metropolitan Planning Organization which services more than six million people. The project when complete will provide an educational and recreational venue that is free of charge to the public providing direct access to the Gulf of Mexico which is not duplicated anywhere else along the Texas Coast.

The amount of the subaward from TCEQ is $1,902,400. The Federal Share in this award is $1,902,400. Other Third-Party Contribution funding in the amount of $116,304 identified in the multiyear plan has already been expended by Brazoria County (General Fund dollars) in the preliminary design and permitting efforts already completed in Phase I of this project

***Project 4* – Quintana Beach Public Fishing Pier**				
Milestone Number	**Milestone Description**	**Estimated Completion Timeframe**	**Is milestone contingent upon completion of another milestone?**	**What percentage of the Scope of Work is estimated to be completed with this milestone?**
4-1	TCEQ grant contract with TCEQ	Award + 1 month		3%
4-2	Execute contract with professional service providers (architectural/engineering	Award + 3 months	1	4%

	services and grant management services)			
4-3	Final construction drawings and bid documents	Award + 4 months	1-2	7%
4-4	Execute contract with construction service providers (construction, construction support and environmental services)	Award + 11 months	1-3	6%
4-5	Construction begins upon receipt of NTP from TCEQ/Treasury	Award + 18 months	1-4	70%
4-6	Project oversight	Award + 18 months	1-4	3%
4-7	Project monitoring (post project and annual reports included)	Award + 18 months (and	1-4	4%
4-8	Project close-out	Award + 20 months	1-7	3%

Measure Number	Measure	Baseline	Target	Target Date
4-1	Capacity of pier	100	300	12/2021

Project 5: Laguna Madre Boat Ramp & Education, Conservation

The Laguna Madre Boat Ramp & Education, Conservation Project, located at 200 West Corral Street in the City of South Padre Island in Cameron County Texas, will be implemented by the City of South Padre Island.

The amount of the subaward from TCEQ in this award is $1,117,936.00. $1,143,561.00 for land acquisition is withheld from the award for this project, until TCEQ provide the appropriate documentation (appraisal and willing seller letter) from the subrecipient in a grant amendment request. The Federal Share of this project in this award $725,729.00 and the Non-Federal Share in this award is $392,207.00. All funds will be in a subrecipient agreement with the City of South Padre Island. Other Funding Contribution of $392,207.00 will be provided by the City of South Padre Island.

This project is to construct a boat ramp that will service as a new kayak launch site for the “Discover the Laguna Kayak Trail” programming, and constructing dedicated parking, in the City of South Padre Island in order to attract more boaters and promote tourism to the area.

The specific scope of work for this project includes final engineering, design, and construction of a single lane boat ramp, kayak launch, refurbishment of approximately 140 feet of existing sheet-pile bulkhead, replacement and/or repair of five transient boat docks, establishing thirty-one vehicle trailer sized parking spaces, two fish cleaning stations, educational signage, and a Kayak paddling trail.

Project 5 – Laguna Madre Boat Ramp & Education, Conservation				
Milestone Number	**Milestone Description**	**Estimated Completion Timeframe**	**Is milestone contingent upon completion of another milestone?**	**What percentage of the Scope of Work is estimated to be completed with this milestone?**
5-1	Execute grant contract with TCEQ	TBD		5%
5-2	Land Acquisition	Award + 6 months	1	5%
5-3	Permitting and regulatory compliance	Award + 18 months	1-2	10%
5-4	Engineering and Design	Award + 18 months	1-3	25%
5-5	Construction	Award + 30 months	1-4	40%
5-6	Implement educational program	Award + 34 months	1-5	10%
5-7	Project oversight	Award + 36 months (and	1-6	4%
5-8	Project closeout	Award + 36 months	1-6	1%

Measure Number	**Measure**	**Baseline**	**Target**	**Target Date**
5-1	Tourism (daily number of visitors)	0	75	03/23
5-2	Tourism (number of attractions - public trailer parking spaces)	0	31	03/23
5-3	New or remodeled attractions (public boat ramp)	0	1	03/23

Project 6: East End Lagoon Phase I-A

The East End Lagoon Phase I-A, located at the East End of Galveston Island in the City of Galveston in Cameron County Texas, will be implemented by the Galveston Park Board of Trustees.

This project is for the construction of an open-air pavilion with tables and benches, restrooms, an ADA compliant ramp, parking, signage and interpretive nature trails as part of an effort to promote tourists to the East End Lagoon in the City of Galveston. Architectural and Engineering plans have been developed and the Park Board of Trustees of the City of Galveston (Park Board) currently holds a building permit to construct this project. The reviewer finds that this activity is an eligible promotion of tourism project because the addition of amenities and enhancing accessibility are designed for increasing visitors and promoting tourists in the area.

The East End Lagoon Nature Park and Preserve will promote coastal ecosystem functions by protecting and preserving sensitive wetland and coastal prairie areas. The proposed pavilion and trail system will serve as an environmental education platform where visitors can have a 360-degree view of the largest undeveloped tract of coastal habitat found on Galveston Island. On this platform there will be educational panels explaining what the viewer is seeing and the importance it plays in the coastal ecosystem. The trails will allow visitors to explore the habitats in a sustainable way while keeping a majority of the land free from encroachment

The amount of the subaward from TCEQ is $1,350,000.00. The Federal Share of this project in this award is $1,350,000.00. Other Third-Party Contribution funding for personnel and fringe, will be paid for by the subrecipient outside the scope of work and are not subject to Federal requirements.

***Project 6* – East End Lagoon Phase I-A**				
Milestone Number	**Milestone Description**	**Estimated Completion Timeframe**	**Is milestone contingent upon completion of another milestone?**	**What percentage of the Scope of Work is estimated to be completed with this milestone?**
5-1	Execute contract with TCEQ	Award + 1 month		3%
5-2	Plans, designs and specifications from architect	Award + 9 months	1	5%
5-3	Execute contracts with Construction and Construction Management Contractor	Award + 14 months	1-2	6%
5-4	Obtain Building Permit, Construction Activities once	Award + 18 months		65%

	NTP from TCEQ/Treasury received			
5-5	Execute Environmental Interpretive Planning contract and receive col lateral	Award + 17 months		5%
5-6	Inspections by City of Galveston, Engineer of Record as trades are completed	Ongoing as appropriate	5	3%
5-7	As-built Drawings and City of Galveston Certificate of Occupancy	Award + 35 months		3%
5-8	Photographs, Press Release, Invitation, newspaper article(s) and social media posts	Award + 40 months		2%
5-9	Project oversight	Award + 44 months		4%
5-10	Project closeout	Award + 48 months	1-9	4%

Measure Number	Measure	Baseline	Target	Target Date
5-1	Number of visitors per year	0	863	12/2023

1. DATE ISSUED *MM/DD/YYYY* 08/12/2021	**1a. SUPERSEDES AWARD NOTICE dated** 04/30/2020 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded
2. CFDA NO. 21.015 - Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States	
3. ASSISTANCE TYPE Formula Grant	
4. GRANT NO. 8 RDCGR480114-01-01 **Formerly**	**5. TYPE OF AWARD** Other
4a. FAIN RDCGR480114	**5a. ACTION TYPE** Post Award Amendment
6. PROJECT PERIOD *MM/DD/YYYY* **From** 05/01/2020	*MM/DD/YYYY* **Through** 04/30/2025
7. BUDGET PERIOD *MM/DD/YYYY* **From** 05/01/2020	*MM/DD/YYYY* **Through** 04/30/2025

U.S. DEPARTMENT OF THE TREASURY
Office of the Fiscal Assistant Secretary
Office of Gulf Coast Restoration

1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

8. TITLE OF PROJECT (OR PROGRAM)
FY20 RESTORE PROMOTION OF TOURISM BKT 1

9a. GRANTEE NAME AND ADDRESS ENVIRONMENTAL QUALITY, TEXAS COMMISSION ON 12100 Park Thirty Five Cir Austin, TX 78753-1808	**9b. GRANTEE PROJECT DIRECTOR** Ms. Sheri Land P.O.Box 13087 MC 218 AUSTIN, TX 78711 Phone: 512-239-0627
10a. GRANTEE AUTHORIZING OFFICIAL Ms. Brenda Allred P.O. Box 13087 MC-100 Austin, TX 78711-3087 Phone: 512-239-0269 Electronically Signed 08/20/2021	**10b. FEDERAL PROJECT OFFICER** Ms. Nicole Edwards 1500 Pennsylvania Ave., N.W. Washington, DC 20220-0001 Phone: 202-622-0175

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only		
II Total project costs including grant funds and all other financial participation		II
a. Salaries and Wages		261,804.00
b. Fringe Benefits		99,994.00
c. Total Personnel Costs		361,798.00
d. Equipment		0.00
e. Supplies		786.00
f. Travel		13,344.00
g. Construction		0.00
h. Other		786.00
i. Contractua		16,138,046.00
j. TOTAL DIRECT COSTS	→	16,514,760.00
k. INDIRECT COSTS		90,223.00
l. **TOTAL APPROVED BUDGET**		16,604,983.00
m. Federal Share		15,610,776.00
n. Non-Federal Share		994,207.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	15,610,776.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	15,030,435.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	580,341.00
13. Total Federal Funds Awarded to Date for Project Period	15,610,776.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ● Yes ○ No)

This award amendment is approved by Gregory J. Till, Authorizing Official. Accepting this award amendment in GrantSolutions.gov constitutes acceptance of the amendment and the Standard Terms and Conditions and Program-Specific Terms and Conditions and Special Award Conditions.

AUTHORIZING OFFICIAL:

17.OBJ CLASS 410006	18a. VENDOR CODE 4853682	18b. EIN 742677375	19. DUNS 808805154	20. CONG. DIST. 10
FY-ACCOUNT NO.	**DOCUMENT NO.**	**ADMINISTRATIVE CODE**	**AMT ACTION FIN ASST**	**APPROPRIATION**
21. a. Direct	b. RDCGR480114	c. RDC	d. $580,341.00	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
05/01/2020	09/30/2020	Semi-Annual	10/30/2020
10/01/2020	03/31/2021	Semi-Annual	04/30/2021
04/01/2021	09/30/2021	Semi-Annual	10/30/2021
10/01/2021	03/31/2022	Semi-Annual	04/30/2022
04/01/2022	09/30/2022	Semi-Annual	10/30/2022
10/01/2022	03/31/2023	Semi-Annual	04/30/2023
04/01/2023	09/30/2023	Semi-Annual	10/30/2023
10/01/2023	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	04/30/2025	Final	08/28/2025

RESTORE Act - FUNDING AUTHORIZATION

1. **Funding Authorization Table**

Total Amount of Federal Funds Awarded to Date for Project Period *Line 13 of NOA/ Amendment*	**Amount of Funding Restrictions**	**Amount of Financial Assistance This Action** *Line 12d of NoA*	**Amount authorized for ASAP Account this Action**	**Notes**
$15,030,435.00	$0.00	$15,030,435.00	$15,030,435.00	Initial Authorization with an ASAP Maximum Draw Limit of $543,306.00 per SAC # 2 restriction.
$15,610,776.00	$0.00	$580,341.00	$580,341.00	Amendment No. 1: Monetary Amendment. Maximum Draw Limit is now $789,047 per the revised SAC #2.

RESTORE Act - SPECIAL AWARD CONDITIONS

1. The following Special Award Conditions apply to this award:

Special Condition 1: Prior to its execution of each subrecipient agreement with the Sea Turtle, Inc., Cameron County, Nueces County, Brazoria County, City of Padre Island, and the Galveston Park Board of Trustees, TCEQ must submit to Treasury OGCR each draft subrecipient agreement for Treasury

OGCR verification. **(SATISFIED FOR ALL PROJECTS).**

Revised Special Condition 2: An ASAP Maximum Draw Limit of $789,047 **(increased in amendment RDCGR480114-01-01)** is in place for this award. The ASAP Maximum Draw Limit allows TCEQ to drawdown funds from this award for TCEQ's costs. Prior to Treasury's increase of the Maximum Draw Limit for project-specific preconstruction costs, TCEQ must deliver to Treasury, in form and substance satisfactory to Treasury, documentation that it has satisfied the requirements of SAC No. 1. **(SATISFIED with amendment RDCGR480114-01-01).** Further increases to the Maximum Draw Limit will be permitted Treasury's permission to proceed with construction for each of the subrecipient projects per section W.6. of the RESTORE Act Standard Terms and Conditions. In its request to commence with construction, TCEQ must also submit documentation verifying each subrecipient has addressed the environmental compliance findings from Treasury's pre-award environmental compliance review.

Special Condition 3: Prior to each permission to commence construction, TCEQ must submit to Treasury evidence, satisfactory to Treasury, that TCEQ has either reviewed the subrecipient's procurement policies and procedures or the subrecipient's self-certification of its procurement systems per 2 C.F.R. § 200.324. (Superseded by 2 C.F.R. § 200.325(c)).

Special Condition 4: In the "Remarks" section of each semi-annual Federal Financial Report (FFR), TCEQ is required to provide subrecipient project-level expenditure information by subrecipient.

Special Condition 5: TCEQ must account for all invoicing identified in this grant award. The subrecipients will utilize federal funding for construction with a proportional rate of each allowable and allocable invoice as follows: Sea Turtle Educational Complex is 52.26%; the Laguna Madre Boat Ramp & Education, Conservation and Tourism is 64.92%. These percentages may change based on use of funds identified in the subrecipient agreements.

STANDARD TERMS

1. 1. **New General Terms and Conditions**

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with the Office of Management and Budget's (OMB) guidance located at 2 C.F.R. Part 200, all applicable Federal laws, and relevant Executive Orders, especially:

- Guidance for Grants and Agreements in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance, 2 C.F.R. Part 200), as updated in the Federal Register at 85 FR 49506 on August 13, 2020, particularly on: Prohibiting the purchase of certain telecommunication and video surveillance services or equipment in alignment with section 889 of the National Defense Authorization Act of 2019 (Pub. L. No. 115—232) (2 C.F.R. § 200.216),
- Providing a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States (2 C.F.R. § 200.322), and
- 2 C.F.R. § 200.340(a)(2), which permits Treasury or a pass-through entity to terminate a federal award in whole or in part, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities.
- Reporting Subaward and Executive Compensation Information pursuant to 2 C.F.R. Part 170, as

updated by OMB on August 13, 2020. The award term set forth in Appendix A of 2 C.F.R.170 is hereby incorporated by reference into your award.

Standard and Program Specific Terms and Conditions

1. See attached

AWARD ATTACHMENTS

ENVIRONMENTAL QUALITY, TEXAS COMMISSION ON 8 RDCGR480114-01-01

1. Statement of Work
2. Standard and Program Specific Terms and Conditions - December 2018

APPROVED AMENDED SCOPE OF WORK

The Approved Amended Scope of Work includes information provided with the amendment application. The attached documents, taken from the amendment application, provide a summary of the amended scope of work approved with this award.

The attached amendment is an existing grant for the Texas Commission on Environmental Quality (TCEQ), FY20 RESTORE Promotion of Tourism (BKT 1), GRANT RDCGR480114 Amendment No. 1. This amendment executes the following suite of actions:

1. Adds RESTORE Direct Component funds for TCEQ's personnel, fringe and associated indirect costs;
2. Adds RESTORE Direct Component funds for TCEQ's subrecipient contractual funds for a specific project included in the initial award (Quintana Beach Public Fishing Pier); and
3. Modifies SAC #2 to reflect the revised maximum draw limit.

RDCGR480114 FY20 RESTORE Promotion of Tourism (BKT 1)
Monetary Amendment No. 1 Scope of Work

The purpose of the monetary grant amendment is two-fold: increase funds for TCEQ to align with its costs to manage and oversee the implementation of the Tourism grant; and increase contractual/sub-recipient funds for a specific project included in the initial award (Quintana Beach Public Fishing Pier). With the awarding of this monetary grant amendment, the personnel cost will increase by $141,804 for a new total of $261,804 over four years. The fringe benefits will increase by $53,614 and the indirect costs will increase by $50,323. The allocation of the personnel costs is provided below. The amount for contractual/sub-recipient will increase by $334,600 for a new total of $16,965,290. Overall, the amount of requested funding increase equals $580,341 in additional monies.

Personnel

Senior Advisor/Policy & Development 4% of their total time = $4,776 annually

- Participate in the development and implementation of the yearly work plans
- Provide documents to Commissioner for decision making
- Review, edit and secure appropriate approval for documents as needed
- Participate in meetings with Treasury
- Review and/or prepare all responses to the public
- Manage internal and external communications
- Oversight of budget related activities
- Oversight of Texas RESTORE web site
- Other activities as required

RESTORE Grant Program Manager 5% of their total time = $5,093 annually

- Participate in the development and implementation of the yearly work plans
- Participate in development of grant contract with sub-recipients and maintain information on any subsequent amendments
- Manage grant projects, including but not limited to monitoring, reviewing, and finalizing all required reports, review invoices; assure compliance with SOW, deliverable and milestones
- Serve as point-of-contact to project sub recipients
- Participate in weekly Project Management meetings
- Participate in site visits • Participate in the preparation of materials for Commissioner
- Post required information in a timely manner in the RESTORE Access data base
- Other activities as required

Grant Coordinator 75% of their total time = $36,360 annually

- Manage grant projects, including but not limited to monitoring, reviewing, and finalizing all required reports, review invoices; assure compliance with SOW, deliverable and milestones
- Serve as point-of-contact to project sub recipients
- Participate in weekly Project Management meetings
- Participate in site visits
- Post required information in a timely manner in the RESTORE Access data base

Grant Coordinator 15% of their total time = $7,236 annually

- Manage all information and documents required to ensure environmental compliance for individual projects
- Serve as point-of-contact to project sub recipients for environmental compliance issues

- Participate in weekly Project Management meetings
- Participate in site visits
- Post required information in a timely manner in the RESTORE Access data base Participate in site visits
- Post required information in a timely manner in the RESTORE Access data base

Program Specialist 10% of their total time = $4,774 annually
- Provide support in posting necessary documents on web site
- Assist in developing the final products for the work plans to assure accessibility
- Assist in preparing materials for Executive Director, Toby Baker
- Maintain database and process necessary information for budgeting, procurement, and payment operations
- Conduct activities related to agency's internal accounting and management system
- Maintain the Texas RESTORE web site

Program Specialist I 5% of their total time = $1,988 annually
- Back up to Program Specialist on select activities

Contract Specialist 5% of their total time = $2,524 annually
- Review invoices for compliance and prepare for payment
- Assist in preparing materials for management
- Oversee development of contract, contract amendments and processing
- Following project reporting and financial compliance of invoices
- Assist in developing required reports to Treasury
- Manage templates for documents, including accessibility-related items

Budget Analyst II 5% of their total time = $2,700 annually
- Assists in developing operating budget
- Prepares budget/funding related documents for submission in agency's internal budget and accounting management system (BAMS)
- Coordinates and monitors activities, including approvals in BAMS
- Assists in preparing information for submission of budget related activities in the agency's internal grants module system
- Conducts analysis of funds relative to available funds
- Provides technical advice and assistance on budgetary matters as needed

Contractual/Sub-recipient

Increase the amount in the initial grant award (1RDCGR480114-01-00) for contractual/subrecipient by $334,600. These funds will be to support the Quintana Beach Public Fishing Pier project (sub-recipient is Brazoria County).

The additional funds requested in the amount of $334,600 will be used by the subrecipient (Brazoria County) to: Support an increase in Quintana Beach Public Fishing Pier project-specific costs for A/E services, construction costs, & other contractual services. For a detailed breakdown, please see attached Cost Updates - Quintana Beach Public Fishing Pier Project excel sheet.

Category	TCEQ Current Award	Amendment Amounts	Proposed New Amounts
Personnel	$120,000.00	$141,804.00	$261,804.00
Fringe	$46,380.00	$53,614.00	$99,994.00
Travel	$13,344.00		$13,344.00
Supplies	$786.00		$786.00
Other	$786.00		$786.00
Contractual	$15,803,446.00	$334,600.00	$16,138,046.00
Total Direct Charges	**$15,984,742.00**	**$530,018.00**	**$16,514,760.00**
Indirect Charges	$39,900.00	$50,323.00	$90,223.00
TOTALS	**$16,024,642.00**	**$580,341.00**	**$16,604,983.00**
Federal	$15,030,435.00	$580,341.00	$15,610,776.00
Non-Federal	$994,207.00	$0.00	$994,207.00

ATTACHMENT L (amendment 2)

1. DATE ISSUED *MM/DD/YYYY* 1/10/2023	**1a. SUPERSEDES AWARD NOTICE dated** 8/12/2021 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 21.015 - Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

3. ASSISTANCE TYPE Formula Grant

4. GRANT NO. RDCGR480114-01-02 **Formerly**	**5. TYPE OF AWARD** Other
4a. FAIN. RDCGR480114	**5a. ACTION TYPE** Post Award Amendment
6. PROJECT PERIOD *MM/DD/YYYY* **From** 5/1/2020	*MM/DD/YYYY* **through** 4/30/2025
7. BUDGET PERIOD *MM/DD/YYYY* **From** 5/1/2020	*MM/DD/YYYY* **through** 4/30/2025

8. TITLE OF PROJECT (OR PROGRAM)
FY20 RESTORE PROMOTION OF TOURISM BKT 1

U.S. DEPARTMENT OF THE TREASURY
Office of Recovery Programs
Office of Gulf Coast Restoration

1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations) Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

9a. GRANTEE NAME AND ADDRESS
Texas Commission On Environmental Quality
12100 Park 35 Circle Austin TX: Texas 78753

9b. GRANTEE PROJECT DIRECTOR
Sheri Land
12100 Park 35 Circle Austin TX: Texas 78753
512-239-0627

10a. GRANTEE AUTHORIZING OFFICIAL
Brenda Allred
12100 Park 35 Circle Austin TX: Texas 78753
512-239-0269
Wed Jan 25 00:00:00 GMT 2023

10b. FEDERAL PROJECT OFFICER
Shelby Servais
1500 Pennsylvania Ave. N.W. Washington, DC 20220-0001
202-281-9187

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)
I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

		I
a.	Salaries and Wages	$446,720.00
b.	Fringe Benefits	$164,000.00
c.	TOTAL PERSONNEL COSTS	$610,720.00
d.	Equipment	$0.00
e.	Supplies	$786.00
f.	Travel	$13,344.00
g.	Construction	$0.00
h.	Other	$786.00
i.	Contractual	$22,625,707.00
j.	TOTAL DIRECT COSTS	$23,251,343.00
k.	INDIRECT COSTS	$149,284.00
l.	**TOTAL APPROVED BUDGET**	**$23,400,627.00**
m.	Federal Share	$19,917,671.00
n.	Non-Federal Share	$3,482,956.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$19,917,671.00
b. Less Unobligated Balance From Prior Budget Periods	$0.00
c. Less Cumulative Prior Award(s) This Budget Period	$15,610,776.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	**$4,306,895.00**
13. Total Federal Funds Awarded to Date for Project Period	**$19,917,671.00**

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d.5	
b. 3		e.6	
c. 4		f.7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DECUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add/Deduct Option)
e. OTHER(See REMARKS)

b. Additional Costs

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INFORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.
In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - **Yes**)
See next page

AUTHORIZING OFFICIAL:
Jessica Milano, Chief Program Officer, Office of Recovery Programs, 1500 Pennsylvania Ave. N.W. Washington, DC 20220-0001
Wed Jan 25 00:00:00 GMT 2023

Wed Jan 25 00:00:00 GMT 2023

7.OBJ CLASS 410006	**18a. VENDOR CODE** 4853682	**18b. EIN** 74-2677375	**19a. UEI** K8D3M5BXYL74 **19b. DUNS** 808805154	**20. CONG. DIST.** TX-025
FY-ACCOUNT NO.	**DOCUMENT NO.**	**ADMINISTRATIVE CODE**	**AMT ACTION FIN ASST**	**APPROPRIATION**
21.a. Direct	**b.** RDCGR480114	**c.** RDC	**d.** $4,306,895.00	**e.**
22.a.	**b.**	**c.**	**d.**	**e.**
23.a.	**b.**	**c.**	**d.**	**e.**

REMARKS:

This amendment is approved by Jessica Milano, Authorizing Official. Accepting this award in the Treasury RESTORE Act Grants Management System constitutes acceptance of this award and the December 2018 RESTORE Act Financial Assistance Standard Terms and Condition and Program-Specific Terms and Conditions and Special Award Conditions. Award funds will be available to the recipient in an ASAP.gov account.

Federal Financial Report Cycle

Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
05/01/2020	09/30/2020	Semi-Annual	10/30/2020
10/01/2020	03/31/2021	Semi-Annual	04/30/2021
04/01/2021	09/30/2021	Semi-Annual	10/30/2021
10/01/2021	03/31/2022	Semi-Annual	04/30/2022
04/01/2022	09/30/2022	Semi-Annual	10/30/2022
10/01/2022	03/31/2023	Semi-Annual	04/30/2023
04/01/2023	09/30/2023	Semi-Annual	10/30/2023
10/01/2023	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	04/30/2025	Final	08/28/2025

USA SPENDING DESCRIPTION

The Fiscal Year 2020 RESTORE Promotion of Tourism grant is awarded to Texas Commission on Environmental Quality (TCEQ) under the RESTORE Act Direct Component program to support seven individual projects. The objective of the projects under the program is to promote tourism in the Gulf Coast Region. The projects will benefit the communities in the Gulf Coast Region. The seven projects under TCEQ's program, and their respective subrecipients, are as follows: (1) Sea Turtle Educational Complex (subrecipient: Sea Turtle, Inc.), (2) E.K Atwood Park Pavilion Improvements (subrecipient: Cameron County), (3) Padre Balli and Magee Beach Parks (subrecipient: Nueces County), (4) Quintana Beach Public Fishing Pier Renovation-Phase II (subrecipient: Brazoria County), (5) Laguna Madre Boat Ramp and Education, Conservation Tourism (subrecipient: City of South Padre Island), (6) East End Lagoon Phase I-A (subrecipients: Conservation and Tourism and the Galveston Park Board of Trustees), and (7) Bolivar Peninsula Nature Trail (subrecipient: Audubon Society).

RESTORE Act - FUNDING AUTHORIZATION

Total Amount of Federal Funds Awarded to Date. *Line 13 of NoA/Amendment*	Amount of Funding Restriction	Amount of Financial Assistance This Action *Line 12d of NoA/Amendment*	Amount Authorized for ASAP Account this Action	Notes
$	$	$	$	
$19917671.00	$0.00	$4306895.00	$4306895.00	Amendment No. 2: Monetary Amendment. Maximum Draw Limit is now $2,762,742.00 per the revised SAC #2.

RESTORE Act - SPECIAL AWARD CONDITIONS

SAC Number: SAC1
SAC Text: (Updated with RDCGR480114-01-02): Prior to its execution of each subrecipient agreement with the Sea Turtle, Inc., Cameron County, Nueces County, Brazoria County, City of Padre Island, Galveston Park Board of Trustees, and the Audubon Society, TCEQ must submit to Treasury OGCR each draft subrecipient agreement for Treasury OGCR verification. (SATISFIED for Sea Turtle, Inc., Cameron County, Nueces County, Brazoria County, City of Padre Island, and the Galveston Park Board of Trustees).

SAC Number: SAC2
SAC Text: (Updated with RDCGR480114-01-02): An ASAP Maximum Draw Limit of $2,762,742.00 (increased in amendment RDCGR480114-01-02; this action) is in place for this award. The ASAP Maximum Draw Limit allows TCEQ to drawdown funds from this award for TCEQ's costs. Prior to Treasury's increase of the Maximum Draw Limit for project-specific pre-construction costs, TCEQ must deliver to Treasury, in form and substance satisfactory to Treasury, documentation that it has satisfied the requirements of SAC No. 1. (SATISFIED for Sea Turtle, Inc., Cameron County, Nueces County, Brazoria County, City of Padre Island, and the Galveston Park Board of Trustees). Further increases to the Maximum Draw Limit will occur with Treasury's permission to proceed with construction for each of the subrecipient projects per section W.6. of the 2018 RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions. In its request to commence with construction, TCEQ must also submit documentation verifying each subrecipient has addressed the environmental compliance findings from Treasury's pre-award environmental compliance review.

SAC Number: SAC3
SAC Text: (Updated with RDCGR480114-01-02): Prior to each permission to commence construction, TCEQ must submit to Treasury evidence, satisfactory to Treasury, that TCEQ has either reviewed the

subrecipient's procurement policies and procedures or the subrecipient's self-certification of its procurement systems per 2 C.F.R. § 200.324. (Superseded by 2 C.F.R. § 200.325(c)(2)) (SATISFIED for Sea Turtle, Inc., Cameron County, Nueces County, Brazoria County, City of Padre Island, and the Galveston Park Board of Trustees).

SAC Number: SAC4
SAC Text: In the "Remarks" section of each semi-annual Federal Financial Report (FFR), TCEQ is required to provide subrecipient project-level expenditure information by subrecipient.

SAC Number: SAC5
SAC Text: (Updated with RDCGR480114-01-02): TCEQ must account for all invoicing identified in this grant. The subrecipients will utilize federal funding for construction with a proportional rate of each allowable and allocable invoice as follows: Sea Turtle Educational Complex is 19%; the Laguna Madre Boat Ramp and Education, Conservation and Tourism is 74%; and the Bolivar Peninsula Nature Trail project 100%. These percentages may change based on use of funds identified in the subrecipient agreements.

Funding Authorization Table (All Actions)

Action	Requested Funding	Amount of Funding Restrictions	Amount of Funding Assistance This Action *Line 12d of NoA*	Amount Authorized for ASAP Account this Action	Notes
1	$15,030,435.00	$0.00	$15,030,435.00	$15,030,435.00	Initial Authorization with an ASAP Maximum Draw Limit of $543,306.00 per SAC # 2 restriction.
2	$15,610,776.00	$0.00	$580,341.00	$580,341.00	Amendment No. 1: Monetary Amendment. Maximum Draw Limit is now $789,047 per the revised SAC #2.
3	$19,917,671.00	$0.00	$4,306,895.00	$4,306,895.00	Amendment No. 2: Monetary Amendment. Maximum Draw Limit is now $2,762,742.00 per the revised SAC #2.

Amended Scope of Work to include the addition of the Bolivar Peninsula Nature Trail Project:

The scope of work has been amended to include the addition of the Bolivar Peninsula Nature Trail Project, the seventh project for the FY20 RESTORE PROMOTION OF TOURISM BKT 1 program grant accepted on TCEQ's Multiyear Implementation Plan. The objective of the Bolivar Peninsula Nature Trail Project is to develop a tourism route connecting nature and recreation sites on the Bolivar Peninsula in Galveston County. Funding will be used to develop visitor facilities, design, and implement a cohesive wayfinding system, and conduct habitat protection and enhancement. The project proposed in the Amendment application is consistent with TCEQ's current Multiyear Implementation Plan.

The Bolivar Peninsula Nature Trail (BPNT) proposal was developed by a diverse group of stakeholders with the shared mission to expand nature-based recreational opportunities and environmental education and outreach for High Island and the Bolivar Peninsula. This proposal seeks funding to develop the Bolivar Peninsula Nature Trail—a tourism route connecting 12 nature and recreation sites on the Bolivar Peninsula in unincorporated Galveston County. Funding will be used to develop visitor facilities, design and implement a cohesive wayfinding system, and conduct habitat protection and enhancement. The Bolivar Peninsula Nature Trail is a collaborative project spearheaded by local residents, landowners, schools, businesses, non-profit organizations, and the county.

The Bolivar Peninsula is home to a unique set of coastal, upland, and marshland habitats. The 12 nature trail sites included in this proposal will introduce visitors to each of the major habitat types found on the Peninsula. This proposal will have environmental benefits both directly—through enhancement activities—and indirectly through education, promotion, and stewardship. See map.

Location	Site Improvements
Bolivar Flats Shorebird Sanctuary	Signage and Wayfinding Observation Platform Parking
Bolivar Yacht Basin Boat Launch	Signage and Wayfinding Parking
Boy Scout Woods Bird Sanctuary	Signage and Wayfinding Bleachers
Crenshaw School of Environmental Studies	Signage and Wayfinding Hiking Trails Viewing Platform
Eubanks Woods Bird Sanctuary	Signage and Wayfinding Water Infrastructure Boardwalks Hiking Trails Parking Wildlife Blind
Fort Travis County Park	Signage and Wayfinding Parking Septic System Replacement
Gast Woods Bird Sanctuary	Signage and Wayfinding Boardwalks Parking Observation Platform
Horseshoe Marsh Bird Sanctuary (Frenchtown Rd)	Signage and Wayfinding Bollards and Cable
Horseshoe Marsh Bird Sanctuary (Central Trail)	Signage and Wayfinding Boardwalks Drainage Culvert Benches
Mundy Marsh Bird Sanctuary	Signage and Wayfinding Boardwalks Hiking Trails Observation Platform Parking Drainage Culverts
North Jetty	Signage and Wayfinding
Smith Oaks Bird Sanctuary	Signage and Wayfinding Observation Platform High Island Visitor Center

Description of all 12 Bolivar Peninsula Nature Trail sites and projects proposed at each location:

1. Bolivar Flats Shorebird Sanctuary

a. Location Description: 1,256-acre site with the entrance located at the public beach access off Rettilon Road in Port Bolivar. An exceptionally productive complex of mudflats, salt marsh, uplands, and beach. This ideal combination of habitats provides resting, feeding, and breeding sites for hundreds of thousands of birds each year. It is recognized as a globally important area for shorebirds by the Western Hemisphere Shorebird Reserve Network.

b. Proposed Projects: Signage and wayfinding will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. The vehicular exclusion bollards and cable will provide safer beach experiences for people and permit invertebrate beach infauna to recover and support more wildlife. An observation platform will allow visitors to see across the flats and wetland, increasing viewability of birds in the area. Improved parking will allow for designated areas for people to park for access to the observation platform. Houston Audubon Society (HAS) will be responsible for maintaining this site.

2. Bolivar Yacht Basin Boat Launch

a. Location Description: Site is located at the public boat launch on the north end of Yacht Basin Road, near the intersection of Yacht Basin and Hamilton Avenue in Gilchrist. Bolivar Yacht Basin is a water access point to East Galveston Bay situated on the backside of Bolivar Peninsula between Port Bolivar and Crystal Beach, approximately six miles from the Bolivar ferry landing and two miles from the Gulf of Mexico.

b. Proposed Projects: Signage, wayfinding, and improved parking areas will help visitors with their experience at this location, increase accessibility, and guide them to other locations on the Bolivar Peninsula Nature Trail. Galveston County will be responsible for maintaining this site.

3. Boy Scout Woods Bird Sanctuary

a. Location Description: 46 acres. Site entrance is 2088 5th Street in High Island. A combination of hackberry/oak motte, coastal prairie, and wetlands one mile from the Gulf of Mexico on High Island. A

proposed phase one of the Gulf Habitat Nature Trail will pass through protected and restored forest, coastal prairie, freshwater marsh, high tidal marsh, low tidal marsh, and ending with a view of the Gulf of Mexico. This journey through the various Gulf habitats will create meaningful opportunities to better understand our coastal ecosystem.

b. Proposed Projects: Signage and wayfinding will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. Improved bleachers will provide visitors with areas to rest, observe birds, and serve as a foundation for future education programs. HAS will be responsible for maintaining this site.

4. Crenshaw School of Environmental Studies Nature Trail

a. Location Description: 33 acres. Site address is 416 State Hwy 87 in Crystal Beach. This site is owned by Galveston Independent School District. A portion is developed with the Environmental Science Magnet School facility. The bulk of the site is undeveloped and includes coastal prairie and coastal wetlands. Galveston ISD will be responsible for maintaining this site.

b. Proposed Projects: Signage and wayfinding will help visitors with their experience at this location, provide visual aids for teachers and students, and guide visitors to other locations on the Bolivar Peninsula Nature Trail. Repairing trails and the viewing platform would provide sustainable access to wetland habitat and offer opportunities for in-the- field learning about local ecosystems. Galveston ISD will be responsible for maintaining this site.

5. Eubanks Woods Bird Sanctuary

a. Location Description: 9 acres. The entrance to this site will be on Old Mexico Road in High Island, between Walter Street and Willow Street, across from First United Pentecostal Church. This mature woodland in the middle of High Island provides critical stopover habitat for migratory birds and is home to many resident wildlife species to be discovered by visitors.

b. Proposed Projects: Signage and wayfinding will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. The water infrastructure site improvement includes installing a drip water feature, which will create a permanent shallow pond that enhances freshwater availability for migratory and resident wildlife. Improvements to parking, hiking trails, and boardwalks will prevent erosion and establish clear paths for visitors. The wildlife blind allows visitors to view birds while having minimal disturbance to the wildlife. HAS will be responsible for maintaining this site.

6. Fort Travis Park

a. Location Description: 60 acres. The Park address is 900 State Hwy 87 in Port Bolivar. This short grass site owned by Galveston County has several historical military facilities. In addition to the rich historical opportunities here, the vast grasslands host many bird species that prefer the open parkland. The commanding views of Bolivar Roads ship channel and the surrounding water provides premium wildlife viewing for birds and dolphins.

b. Proposed Projects: Signage, wayfinding, improved parking, and a septic system replacement will benefit tourist experiences at this location, increase accessibility, and guide them to other locations on the Bolivar Peninsula Nature Trail. Galveston County will be responsible for maintaining this site.

7. Gast Woods Bird Sanctuary

a. Location Description: 8 acres. Site entrance is 1432 Kane Lane in High Island. This wooded property is located on the eastern-most end of Bolivar Peninsula and sits on the western edge of High Island above the marsh below. Mostly coastal woodlands but includes a small wetland area with plans to improve water retention for the wetland.

b. Proposed Projects: Signage, wayfinding, and improved parking will help visitors with their experience at this location, increase accessibility, and guide them to other locations on the Bolivar Peninsula Nature Trail. Boardwalks and an observation platform will allow visitors to travel further into the sanctuary and prevent erosion. HAS will be responsible for maintaining this site.

8. Horseshoe Marsh Bird Sanctuary (Frenchtown Road)

a. Location Description: 698 acres. The entrance for this portion of the sanctuary will be the public beach access on 1st Street in Port Bolivar. Horseshoe Marsh is bounded to the

north and east by Loop 108, SH 87 to the south, and Frenchtown Rd to the west. The westernmost tip of the property boundary, near Frenchtown Road, is along the shoreline of Galveston Bay where the Gulf Intracoastal Waterway (GIWW) intersects with the Houston Ship Channel. This nature preserve includes salt marsh and wet coastal prairie surrounding a shallow tidal lagoon hosting exemplary oyster reefs favored by many wildlife species at low tide. This is a favorite crabbing and fishing location in Port Bolivar.

b. Proposed Projects: Signage and wayfinding will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. Bollards and cable extensions would protect the bay-shore from motor vehicles, which allows invertebrate infauna to recover and support more wildlife. HAS will be responsible for maintaining this site.

9. Horseshoe Marsh Bird Sanctuary (Central Trail)

a. Location Description: See 8a. The entrance for this portion of the sanctuary will be between 2303 and 2312 Broadway Avenue (TX-108) in Port Bolivar.

b. Proposed Projects: Signage and wayfinding will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. Boardwalks will allow visitors to travel further into the sanctuary and prevent erosion. A drainage culvert will reduce flooding impacts at the proposed point of entry. Benches will provide visitors with places to rest and to watch wildlife. HAS will be responsible for maintaining this site.

10. Mundy Marsh

a. Location Description: 368 acres. The entrance to this site will be between 2366 and 2401 State Hwy 87 in Gilchrist. This site is located on the east end Bolivar Peninsula near the community of Gilchrist, approximately 2 miles north of Rollover Pass and 5 miles west of High Island. Mundy Marsh hosts an intact gem of coastal marsh and prairie with Seaside Sparrows, Nelson’s Sparrow, Yellow Rail and Black Rail documented on the property.

b. Proposed Projects: Signage, wayfinding, and improved parking will help visitors with their experience at this location, increase accessibility, and guide them to other locations on the Bolivar Peninsula Nature Trail. Boardwalks, hiking trails, and an observation platform will allow visitors to travel further into the sanctuary and prevent erosion. A drainage culvert will reduce flooding impacts at the proposed point of entry. HAS will be responsible for maintaining this site.

11. North Jetty

a. Location Description: Site is between 802 17th Street in Port Bolivar and the Gulf shoreline. The jetty extends into the Gulf of Mexico at 17th Street in Port Bolivar. Bolivar Flats Shorebird Sanctuary is visible from the jetty.

b. Proposed Projects: Signage and wayfinding will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. Galveston County will be responsible for maintaining this site.

12. Smith Oaks Bird Sanctuary

a. Location Description: 178 acres. Site entrance is 2205 Old Mexico Road in High Island. This is the eastern anchor property for the BPNT, located at the start of Bolivar Peninsula in the unincorporated community of High Island in the far-east end of Galveston County. It contains majestic oak mottes, ponds, wetlands, and coastal prairie. The Rookery includes three ponds on the property and has been a roosting and nesting place for thousands of waterbirds for more than twenty years. The development of two new additional nesting islands has resulted in significant increase in breeding Roseate Spoonbills, Great Egrets, Snowy Egrets, Tricolored Herons, and Neotropic Cormorants.

b. Proposed Projects: Signage and wayfinding will help visitors with their experience at this location and guide them to other locations on the Bolivar Peninsula Nature Trail. An observation platform will help visitors see migration flights. Renovating the current pavilion structure into a climate-controlled visitor center will serve as an anchor destination for the Bolivar Peninsula Nature Trail. HAS will be responsible for maintaining this site.

B. Need

Improvements included in this funding request will help promote the economic and ecological resiliency of the Bolivar Peninsula through increased nature-based visits to wild places. Wildlife activity should be enhanced by controlling access to the sites by vehicles and pedestrians.

Specific Need:

· Improvements to manage public access to Bolivar Peninsula Nature Trail sites will reduce encroachment on sensitive habitat and manage litter, runoff, and other forms of human- caused pollution.

· Bollards and cable to prevent vehicular access to sensitive waterbird habitat. Onesite includes proposal for bollard and cabling to limit vehicle access to protected waterbird habitat. Intrusion of motor vehicles into areas not designed to accommodate them, such as ATVs and motorcycles, results in damage to habitat. In addition, provision of boardwalks for pedestrian access contributes to soil stability and prevention of erosion.

· Mundy Marsh Bird Sanctuary is currently inaccessible to visitors. This project will increase nature-based opportunities for both residents and visitors to the Bolivar Peninsula. tourism opportunities.

C. Purpose

This project will increase community resiliency by supporting the local economy and promoting/encouraging further conservation efforts on the Bolivar Peninsula.

The work funded by this proposal will help enhance tourism on the Bolivar Peninsula, already a mainstay of the local economy. While tens of thousands of visitors are visiting the Peninsula annually, the visitor experience on the Peninsula needs improvement. The lack of signage, information, and tourist infrastructure can make it difficult to find the full range of destinations and activities that are available. The improvements funded by this proposal will vastly improve this visitor experience. Signage along major routes will make the Peninsula's many destinations easy to find, and improvements at those sites will make them more welcoming. This proposal includes 4.8 miles of new or improved trails and boardwalks, several observation towers and platforms, improved park facilities, and improved boat access. We believe these improvements will encourage visitors to prolong their stays, attract new or repeat visitors, and expand the Peninsula's tourism "high season." The improvements proposed in this funding request will enhance these properties. Providing defined parking areas, trails, and other amenities will help control public use of these sites and protect sensitive habitat. Removal of invasive plant species will enhance habitat for native species. For example, this project will provide foraging and roosting habitat for Reddish Egrets (State Threatened), White-faced Ibis (State Threatened), White-tailed Hawk (State Threatened), and Piping Plover (Federally listed Threatened and Endangered populations, State Threatened). It may also provide protected nesting habitat for threatened and endangered sea turtles. The

proposed bollard and cable vehicle exclusion area would allow a more protected approach to the dunes and a softer substrate after compacted beach substrate has recovered. As recently as March 2016, turtle tracks in Bolivar Flats Shorebird Sanctuary were reported and investigated by the sea turtle monitors.

D. Objectives

The projects funded by this request will improve existing tourist infrastructure, increase the number of tourist destinations, and raise awareness of visitor destinations. The stakeholders of this project predict that these improvements will: (1) increase the number of tourists visiting Bolivar; (2) extend average length of stay; (3) extend the current tourist "high season"; and (4) create new opportunities and demand for local businesses. These impacts will boost visitor spending, lengthen the period when businesses can rely on tourism, and yield greater economic support of both existing and new businesses. Current access to beach, bay area, wetlands, and prairies is either limited or poorly known in the project area, especially to visitors to the area. The perfect outcome would be a nature trail that guides both residents and visitors to experiences that heightens their appreciation of the natural history, instills a sense of pride for the area, and promotes stewardship of the habitats of the Upper Texas Coast.

Education of both visitors and local residents is a goal of the Bolivar Peninsula Nature Trail. This project will make meaningful educational contributions through: (1) site-specific interpretation at key locations within each Bolivar Peninsula Nature Trail site, (2) general education and interpretation through visitor information kiosks, brochures, websites, and other collateral; and (3) opportunities for in-the-field learning, working in partnership with Galveston ISD and High Island ISD.

These improvements will highlight the unique natural resources found on the Bolivar Peninsula, and will teach visitors and residents about how those resources fit in with the larger Gulf Coast ecoregion. Topics will cover the diversity of habitats found on Bolivar (beach/dune, freshwater marsh, saltwater marsh, coastal prairie, wooded uplands), plant and animal life (with a strong focus on the incredible birdlife found on the Peninsula), geology (salt dome at High Island), and other environmental topics (anti-littering/dumping messaging, etc.). Several sites will also include interpretation about the history and economy of the Peninsula (e.g., interpretive displays in Fort Travis Seashore Park).

By creating new and improved access to these 12 sites, and subsequently interpreting the resources found there, this project will make a significant impact in educating the general public about the Bolivar Peninsula and the Texas Gulf Coast. Web and printed materials will entice individuals to visit the Bolivar Peninsula, and spread this environmental and educational message beyond the 12 Nature Trail locations.

E. How project activity will be carried out in the Gulf Coast Region

This project will be carried out in the Bolivar Peninsula, which is located around Crystal Beach, Galveston County, Texas. This lies within the coastal zone, as defined under section 304 of the Coastal Zone Management Act of 1972, that borders the Gulf of Mexico.

See end of this document for map of project and project latitudes/longitudes.

F. Possible Material Risks

Operational: Any material operational risks to this activity would be the organization's capacity to complete the activity, but this risk has been mitigated by building external capacity into the activity's budget.

Legal: The activity has no material legal risks.

Regulatory: The installation of bollards and cable at Bolivar Flats may produce material regulatory risk because an amendment to the Galveston County shoreline protection plan will be needed.

Budgetary: Current challenges in sourcing construction materials due to shortages throughout the global supply chain may create material budgetary risks as prices increase to reflect shortages and uncertainty.

Ecological: The activity has no material ecological risks.

G. Key Personnel

i. Authorized Official – Helen E. Drummond, Executive Director, hdrummond@houstonaudubon.org, 713.932.1639x107

ii. Project Director – Pete Deichmann, Land Director, pdeichmann@houstonaudubon.org

iii. Financial Officer – Barbara Thompson, Controller, bthompson@houstonaudubon.org, 713.932.1639x110

Milestones

Estimated Start Date	Milestone	Months to Completion
September 1, 2022	Contract executed with TCEQ	
	Attend Joint Evaluation Meeting (JEM) with US Army Corps of Engineers	Grant Contract + 2 months
	Complete work plan	Grant Contract + 4 months
	Develop agreements with Galveston ISD and Galveston County	Grant Contract + 3 month
	Post BPNT Project Manager position	Grant Contract + 2 months
October 1, 2022	Hire and utilize BPNT Project Manager	Grant Contract + 23 months
November 1, 2022	Obtain bollards and cable permits (County, GLO, TCEQ, USACE)	Grant Contract + 27 months
	Develop wayfinding and interpretive plan and design bid packet	Grant Contract + 6 months
	Map extended boardwalk and hiking trails	Grant Contract + 7 months
	Seek Visitor Center architectural designs and plans quotes	Grant Contract + 6 months
	Seek Fort Travis Bathrooms renovation quotes	Grant Contract + 6 months
	Obtain Driveway Construction permit (TxDOT)	Grant Contract 12 months
January 1, 2023	Select and engage Fort Travis bathrooms renovation contractor	Grant Contract + 16 months
February 1, 2023	Select and engage Visitor Center designs and plans architect	Grant Contract + 25 months
	Select and engage wayfinding and interpretative plan and design contractor	Grant Contract + 18 months
March 1, 2023	Develop trail and boardwalk construction bid packet	Grant Contract + 8 months
	Seek observation platform, benches, bleachers, and wildlife blind construction quotes	Grant Contract + 8 months
	Seek culvert installation quotes	Grant Contract + 8 months
	Seek parking area improvements quotes	Grant Contract + 8 months
April 1, 2023	Develop Visitor Center architectural designs	Grant Contract + 13 months
	Develop Visitor Center construction plans and documents	Grant Contract + 13 months
May 1, 2023	Select and engage trail and boardwalk contractor	Grant Contract + 15 months
	Select and engage observation platform, benches, bleachers, and wildlife blind contractor	Grant Contract + 15 months
	Select and engage culvert installation contractor	Grant Contract + 8 months
	Select and engage parking area improvement contractor	Grant Contract + 14 months
July 1, 2023	Parking area improvements	Grant Contract + 14 months
	Fort Travis bathrooms renovation	Grant Contract + 16 months
	Develop Visitor Center construction bid packet	Grant Contract + 12 months
August 1, 2023	Construct trail and boardwalk expansion	Grant Contract + 15 months
	Construct observation platforms, benches, bleachers, and wildlife blind	Grant Contract + 15 months
	Construct culverts	Grant Contract + 11 months
September 1, 2023	Select and engage Visitor Center general contractor	Grant Contract + 15 months
	Obtain Visitor Center building permits (County)	Grant Contract + 15 months
October 1, 2023	Develop wayfinding and interpretative materials	Grant Contract + 16 months
	Obtain Right of Way signage permits (TxDOT)	Grant Contract + 22 months
	Obtain local authorization for Jetty and Yacht Basin signage (County)	Grant Contract + 19 months
January 1, 2024	Seek BPNT website design quotes	Grant Contract + 19 months
	Seek wayfinding and interpretative materials deployment quotes	Grant Contract + 19 months
	Construct High Island Visitor Center	Grant Contract + 34 months
February 1, 2024	Select and engage wayfinding and interpretative materials fabricator and installer contracts	Grant Contract + 22 months

Performance Measures

ATTACHMENT M

RESTORE Act Milestones Report — Department of the Treasury					OMB Approval No. 1505-0250
Applicant/Grantee:					
Title:					
Reporting Period Ending (Options: initial report, Mar 31, Sept 30), 20XX					

INSTRUCTIONS FOR COMPLETING FORM

Please complete Columns B-E in the initial report submitted as part of an application package. After a grant is awarded, complete Columns G-H for each milestone as applicable and submit as part of the performance reports described in the Standard Terms and Conditions. Columns E and H will calculate automatically, and will show an error message unless the values in each column total 100%. The milestones should reflect what is in the applicant's scope of work as described in the applicable RESTORE Act Direct Component or Centers of Excellence Application Narrative.

TO COMPLETE

-A- Milestone Number	-B- Milestone Description Provide a brief description of the significant steps that comprise the scope of work	-C- Estimated completion time frame for Milestone (Format: award + # of months)	-D- Is milestone contingent upon completion of another milestone (Y/N)? If yes, which milestone is it contigent upon (# from Column A)?	-E- What percentage of the Scope of Work is estimated to be completed with this milestone?	-G- Actual Completion Date of Milestone (Format: Month-Year)	-H- Estimated percentage of budget for the awarded Scope of Work spent on milestone
1				0%		0%
2				0%		0%
3				0%		0%
4				0%		0%
5				0%		0%
6				0%		0%
7				0%		0%
8				0%		0%
9				0%		0%
10				0%		0%
TOTAL				ERROR!		ERROR!

EXAMPLE

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

ATTACHMENT N

ASSURANCES - CONSTRUCTION PROGRAMS

Background: TCEQ, on behalf of Texas, submitted an application to the U. S. Treasury (Treasury) for federal financial assistance to fund subgrantee's project. As a requirement in the application, TCEQ made certain assurances to Treasury concerning subgrantee's project. These assurances are directly related to and dependent upon subgrantee's performance. As a condition of TCEQ's funding subgrantee's project, TCEQ requires the flow down of these assurances to subgrantee through this document. This document must be signed and returned by subgrantee with the executed Subgrant Contract.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact TCEQ. Further, certain Federal assistance awarding agencies may require additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the subgrantee, I certify that the subgrantee:

1. Has the legal authority to receive Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.

2. Will give the TCEQ, Treasury, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of TCEQ and the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of 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).

9. 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.

10. 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 nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, as applicable, 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.

12. 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.

13. 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 subagreements.

14. 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.

15. 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. 93-205).

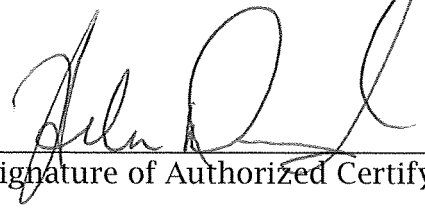
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. 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).

18. 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."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. 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.



Signature of Authorized Certifying Official

President/CEO

Title

Houston Audubon

Name of Subgrantee Organization

5/9/24

Date

ATTACHMENT O

RESTORE Act Status of Performance Report — Department of the Treasury

OMB Approval No. 1505-0250

Instructions for Completing Form

The purpose of this form is to report the status of progress toward reaching priority goals of the eligible Direct Component (DC) activity/Centers of Excellence (COE) discipline (i.e., measuring success, rather than listing milestones or tasks). Please focus on a discrete number of priority goals (1-3) and the corresponding performance measures (1-5). Complete boxes shaded in blue.

Goal(s): Anticipated result(s). State the priority goal(s) to be achieved with the grant award. Priority goal(s) should clearly identify with the eligible DC activity/COE discipline.

Eligible Activity/Discipline #: For a DC grant, select the DC number from the drop-down list that corresponds to the DC Eligible Activity associated with that measure. For a (COE)grant, select the COEnumber from the drop down that corresponds to the COE Eligible Discipline associated with that measure. The DC numbers and COE numbers, along with the corresponding Eligible Activities and Disciplines, are listed directly below.

Direct Component (DC) Eligible Activities	
DC - 1	Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region
DC - 2	Mitigation of damage to fish, wildlife, and natural resources.
DC - 3	Implementation of a federally approved marine, coastal, or comprehensive conservation management plan, including fisheries monitoring
DC - 4	Workforce development and job creation.
DC - 5	Improvements to or on State parks located in coastal areas affected by the Deepwater Horizon oil spill.
DC - 6	Infrastructure projects benefitting the economy or ecological resources, including port infrastructure.
DC - 7	Coastal flood protection and related infrastructure.
DC - 8	Planning assistance.
DC - 9	Promotion of tourism in the Gulf Coast Region, including recreational fishing
DC - 10	Promotion of consumption of seafood hravested from the Gulf Coast Region

Centers of Excellence (COE) Eligible Disciplines	
COE - 1	Coastal deltaic sustainability, restoration and protection, including solutions and technology that allow citizens to live safe and sustainable manner in a coastal delta in the Gulf Coast Region
COE - 2	Coastal fisheries and wildlife ecosystem research and monitoring in the Gulf Coast Region
COE - 3	Offshore energy development, including research and technology to improve the sustainable and safe development of energy resources in the Gulf of Mexico
COE - 4	Sustainable and resilient growth, economic and commercial development in the Gulf Coast Region
	Comprehensive observation, monitoring, and mapping of the Gulf of Mexico

Measure #: Starting with 1, number each performance measure.

Measure: An indicator of success toward reaching a goal. This should reflect "how the applicant will evaluate success" from the narrative of an approved multiyear plan.

Baseline: The starting point of the measure. It is the status quo without the grant award.

Target: The anticipated result of the measure. It is the anticipated new status with the grant award.

Target Date: It is the anticipated date for reaching the target.

Progress toward target (reporting period/cumulative): Leave blank on the initial report. For subsequent reports, record progress made during the reporting period and progress made from the start date of the grant award through the current reporting period.

Status/Next Steps: Briefly describe specific progress and/or challenges related to the measure.

Applicant/Grantee:	
Title:	
Reporting Period Ending (Options: initial report, Mar 31, Sept 30)	
Goal(s):	

Eligible Activity/ Discipline #	Measure #	Measure	Baseline	Target	Target Date (month/ year)	Progress toward target (reporting period)	Progress toward target (cumulative)	Status/Next Steps

EXAMPLE

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control numberfor this information collection is 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

Attachment P

Covenant of Purpose, Use and Ownership

THIS COVENANT OF PURPOSE, USE AND OWNERSHIP (hereinafter called "Covenant") dated this the [DATE], by and between the [Subrecipient Name] (hereinafter with its successors and assigns called "Owner"), whose address is [ADDRESS]; and the U.S. Department of the Treasury, Office of Gulf Coast Restoration, whose address is 1500 Pennsylvania Ave, NW, Washington, D. C. 20220 (hereinafter with successors and assigns called "Treasury").

RECITALS

WHEREAS, the [RESTORE Act Grant Recipient NAME] submitted an application to Treasury for financial assistance under the Direct Component Activities of the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 ("Restore Act"), Pub. L. No. 112-141, 126 Stat. 588 (2012) (hereinafter the "Act"); and Treasury made an award to [Recipient Name] on [Date of Award], Grant No. [GRANT Number] (the "Award") in the amount of [Dollar amount of award] (hereinafter called "Award Amount"). The total approved project budget is [Dollar amount] (hereafter called "Total Budget Amount"), which includes a Non-Federal Share of [Dollar amount] for [purpose of the funding](hereinafter called "Project") and

WHEREAS, [Recipient Name] and the Owner executed Sub-Award Agreement [Subaward number] (the "Sub-Award Agreement"), dated [DATE], in the amount of [Dollar Amount], where [Recipient Name] agreed to disburse award funds to the Owner to implement the Project; and

WHEREAS, to execute such Project, Owner will make improvements to the [Name of Project] with funds made available through the Award, and such property is described in Exhibit "A" attached hereto and incorporated herein (hereinafter with all improvements called the "Property"); and

WHEREAS, [RECIPIENT NAME] accepted the Award (together with all documents attached thereto or incorporated therein, the "Award Agreement"), thereby binding itself and making itself subject to the terms and conditions contained in the Award Agreement including, without limitation, the applicable requirements of 31 C.F.R. Part 34 and 2 C.F.R. Part 200; and

WHEREAS, in executing the Sub-Award Agreement, Owner agreed to be subject to the terms and conditions contained in the Award Agreement including, without limitation, the applicable requirements of 31 C.F.R. Part 34 and 2 C.F.R. Part 200; and

WHEREAS, the Owner of the Property described in Exhibit "A" agreed to record this Covenant in the land records of [Name of County], located in [Location], the appropriate office for the recording of public records affecting real property in the jurisdiction where the Property is located so as to constitute

notice to all persons of the restrictions contained herein on the title to and use of the Property for the benefit of the public purposes of the Project; and

WHEREAS, the **[INSERT NAME OF OFFICE TO RECORD THIS COVENANT, i.e., "County or Parish Court Clerk's Office"]** located at **[INSERT STREET ADDRESS]** is the proper office to record this Covenant.

NOW THEREFORE, in consideration of financial assistance rendered and/or to be rendered by Treasury and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and to assure that the benefits of the Project will accrue to the public and be used as intended by both Treasury and Owner, Owner hereby covenants and agrees as follows:

1. For purposes of this Covenant, the Estimated Useful Life (EUL) of the Property is [Number of Years] from the date of the project completion. During the EUL of the Property, the Owner agrees that it holds title to the Property in trust for the public purpose of the federal award.

2. Owner agrees that for the EUL of the Property set forth above, the Owner will not sell, transfer, lease, convey, assign, mortgage, or in any other manner encumber the Property, or use the Property in a manner inconsistent with the Project Purposes or requirements of the RESTORE Act without the prior written approval from Treasury. However, such approval may be withheld until such time as Owner first pays to Treasury the Federal Interest (as hereinafter defined) in the Property. The Federal Interest is that percentage of the current fair market value of the Property attributable to the Treasury participation in the Project. The Federal share excludes that value of the Property attributable to acquisition or improvements before or after Treasury's participation in the Project and not included in Project costs. As of the date of this Covenant, it is hereby agreed that Treasury's percentage participation in the Project is [Enter Percentage].

3. Owner agrees that during the EUL of the property, the Owner will repay Treasury for the Federal Interest in the Property in the event that the Property is used in a manner inconsistent with the Project Purpose or requirements of the RESTORE Act or if the Property is sold, leased, transferred, conveyed, mortgaged, assigned, or otherwise encumbered, without prior written approval from Treasury.

4. Owner further agrees that, as a condition of accepting the disbursement of any portion of the Award funds, Owner shall execute and record against the Property, this Covenant and shall provide Treasury and [RECIPIENT NAME] with evidence of such recordation. Treasury will in its sole discretion determine whether this Covenant is satisfactory and may require a title opinion showing that : (i) the Covenant is valid and enforceable according to its terms; (ii) the Covenant has been properly recorded; and (iii) that there is no lien or encumbrance on or pertaining to the Property superior to the Covenant.

5. Owner further agrees that whenever the Property is sold, or otherwise conveyed, the Owner shall add to the instrument of conveyance, pursuant to 2 C.F.R. §200.316, a Covenant of Purpose, Use and Ownership to document the federal interest in the property. Treasury will, in its sole discretion, determine whether such covenant is satisfactory. In connection with any such transfer, Treasury may require a title opinion showing that the Covenant is valid and enforceable according to its terms and has been properly recorded.

6. The Owner understands and agrees that the federal interest in the property cannot be subordinated, diminished, nullified, or released by any encumbrance of the property, or any other conveyance or action taken by the Owner without the prior written permission from Treasury.

7. It is stipulated and agreed that the terms hereof constitute a reasonable restraint on alienation of use, control, and possession of or title to the Property given the Federal Interest expressed herein.

8. This Covenant shall run with the land.

9. This Covenant shall be construed in a manner consistent with the terms and conditions of the Award Agreement and applicable regulations; provided, however, that if there is a conflict, the terms and conditions of the Award Agreement shall control.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Owner has hereunto set its hand as of the day and year first above written by its duly authorized officer. A completed duly recorded copy of this Covenant shall be forwarded to Treasury.

Owner: _____

By: _____

Title: _____

STATE OF [State Name]
COUNTY OF [County]

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 20__ within my jurisdiction, the within named [Name of Owner], who acknowledged to me that (he/she), is has been granted the authority to execute the above and foregoing instrument by and through the [subrecipient entity].

_____
NOTARY PUBLIC

EXHIBIT A

Legal Description

ATTACHMENT Q

REAL PROPERTY STATUS REPORT SF-429 (COVER PAGE)

OMB Number: 4040-0016
Expiration Date: 02/28/2025

1. Federal Agency and Organizational Element to Which Report is Submitted:

2. Federal Grant(s) or Other Identifying Number(s) Assigned by Federal Agency(ies):

3. Recipient Organization (name and complete address including zip code):

Recipient Organization Name:

Street1:

Street2:

City: County:

State: Province:

Country: USA: UNITED STATES Zip/Postal Code:

4a. UEI:

4b. EIN:

5. Recipient Account Number or Identifying Number:

6. Contact Person for this Report:

Prefix: First Name: Middle Name:

Last Name: Suffix:

Email:

Phone: Fax:

7. Report End Date: *(MM/DD/YYYY)*

8. Real Property Status Report – Attachments: [*check the applicable box(s)*]:

☐ : Attachment A (General Reporting) *attached*

☐ : Attachment B (Request to Acquire, Improve or Retain) *attached*

☐ : Attachment C (Disposition Request) *attached*

9. Comments:

Add Attachment | Delete Attachment | View Attachment

10. Certification: I certify to the best of my knowledge and belief that all information presented in this report is true, correct and complete and constitutes a material representation upon which the Federal government may rely.

11a. Typed or Printed Name and Title of Authorized Certifying Official:

Prefix: First Name: Middle Name:

Last Name: Suffix:

Title:

11b. Signature of Authorized Certifying Official:

11c. Telephone *(area code, number, extension)*:

11d. Email Address:

11e. Date Report Submitted *(MM/DD/YYYY)*:

12. Agency use only

EXAMPLE

Real Property Status Report
ATTACHMENT A (General Reporting) SF-429-A

OMB Number: 4040-0016
Expiration Date: 02/28/2025

Federal Grant or Other Identifying Number Assigned by Federal Agency *(#2 on cover page)*

Complete the applicable blocks below for each parcel of real property being reported (duplicate this page to provide information for each parcel of real property being reported under the Federal financial assistance award identified in section 2):

13. Period and type of Federal Interest (*MM/DD/YYYY*): From: To:

☐ Acquisition ☐ Renovation ☐ Construction ☐ Government Furnished Property

14a. Description of Real Property:

14b. Address of Real Property (legal description and complete address including zoning information):

Street1:
Street2:
City: County:
State: Province:
Country: ZIP / Postal Code:
Zoning Information:
GPS Location Longitude: GPS Location Latitude:

14c. Land Acreage or Square Units:

Enter Amount:

Select units: ☐ Acres ☐ Square Feet ☐ Square Kilometers ☐ Square Meters

14d. Gross and Usable Square Footage (SF) Numbers (i.e., of building, house, etc.):

Enter Amounts:

Usable

Select units: ☐ Square Feet ☐ Square Meters

14e. Real Property Ownership Type(s):

☐ A. Owned ☐ B. Co-Owned ☐ C. Leasehold ☐ D. Corporate
☐ E. Joint Tenancy ☐ F. Partnership ☐ G. Limited Liability Partnership ☐ H. Co-Operative
☐ I. Government Furnished Property ☐ J. Other (Describe):

14f. Real Property Cost: $ Share Percentage %:

Federal Share: $ [%]
Non-Federal Share: $ [%]
Total *(sum of Federal and Non-Federal Share)*: $ [%]

14g. Has a lien, covenant, or other related documentation been recorded to establish Federal interest in this real property?

☐ Yes ☐ ☐ N/A

If yes (unless previously reported), describe the instrument used and enter the date and jurisdiction in which it was recorded:

Date: Jurisdiction:

14h. Has Federally required insurance coverage been secured for this real property? ☐ Yes ☐ No
See instructions for more details.

14i. Are there any Uniform Relocation Act (URA) requirements applicable to this real property? ☐ Yes ☐ No

14j. Are there any environmental compliance requirements related to the real property? ☐ Yes ☐ No

If yes, describe them:

Add Attachment | Delete Attachment | View Attachment

EXAMPLE

14k. In accordance with the National Historic Preservation Act (NHPA), does the property possess historic significance, and/or is it listed or eligible for listing in the National Register of Historic Places? ☐ Yes ☐ No

If yes, describe them:

Add Attachment | Delete Attachment | View Attachment

15. Has a significant change occurred with the real property, **or is there an anticipated change expected during the next reporting period?**

☐ Yes ☐ No

If yes, describe the change:

Add Attachment | Delete Attachment | View Attachment

16. Real Property Disposition Status:

☐ A. Sold ☐ B. Transferred to different award ☐ C. Used in other Federally sponsored project/program

☐ D. Transferred title ☐ E. Retained Title ☐ F. N/A

i. If the Federal agency provided the recipient disposition instructions to sell or retain title to the real property, enter the amount of funds owed to the Federal Government:

ii. If applicable, enter the amount of any net proceeds from the sale of the real property and describe how the proceeds were distributed:

iii. If the Federal agency directed the recipient to transfer title to the real property, enter the amount of funds the Federal Agency owes:

17. Indicate the cumulative energy consumption for the previous 12 months:

A. Electric (kWh) | Other (Btu) | B. Petroleum (Gal)

C. Natural Gas (cu ft) | D. Other | (Specify)

18. Remarks:

Add Attachment | Delete Attachment | View Attachment

EXAMPLE

Real Property Status Report
ATTACHMENT B
(Request to Acquire, Improve or Furnish) SF-429-B

OMB Number: 4040-0016
Expiration Date: 02/28/2025

Federal Grant or Other Identifying Number Assigned by Federal Agency *(#2 on cover page)*

Complete the applicable blocks below for each parcel of real property for which you are requesting to acquire, improve, or furnish (duplicate this page to provide information for each parcel of real property under the Federal financial assistance award identified in section 2):

13a. Description of Real Property:

13b. Address of Real Property (legal description and complete address including zoning information):

Street1:

Street2:

City: County:

State: Province:

Country: Postal Code:

Zoning Information:

GPS Location Longitude: GPS Location Latitude:

14a. Describe the intended use of the real property and how it will benefit the program:

14b. Proposed Real Property Ownership Type(s):

☐ A. Owned ☐ B. Co-Owned ☐ C. Fee Simple ☐ D. Corporate
☐ E. Joint Tenancy ☐ F. Partnership ☐ G. Limited Liability Partnership ☐ H. Co-Operative
☐ I. Government Furnished Property ☐ (Describe):

14c. Proposed Acquisition Date *(MM/DD/YYYY)*:

14d. Land Acreage or Square Units:

Enter Amount:

Select units: ☐ Acres ☐ Square Feet ☐ Square Kilometers ☐ Square Meters

14e. Gross and Usable Square Footage/Meters (i.e., of building, house, etc.):

Enter Amounts:

Gross Usable

Select units: ☐ Square Feet ☐ Square Meters

14f. Appraised Value (Valuation): $ Share Percentage %:

Federal Share: $ [%]

Non-Federal Share: $ [%]

Total *(sum of Federal and Non-Federal Share)*: $ [%]

14g. Are there any Uniform Relocation Act (URA) requirements applicable to this real property? ☐ Yes ☐ No

14h. Are there any environmental compliance requirements related to the real property? ☐ Yes ☐ No

If yes, describe them:

Add Attachment Delete Attachment View Attachment

14i. In accordance with the National Historic Preservation Act (NHPA), does the property possess historic significance, and/or is it listed or eligible for listing in the National Register of Historic Places? ☐ Yes ☐ No

If yes, describe them:

Add Attachment Delete Attachment View Attachment

EXAMPLE

14j. Does the proposed action employ green/sustainable practices (check all that apply)?

☐ A. Integrated Design Principles? ☐ B. Enhances Indoor Environmental Quality?

☐ C. Protects and Conserves Water (anticipated water reduction)? ☐ D. Reduces Environmental Impact of Materials?

☐ E. Optimizes Energy Performance (anticipated energy reduction)?

14k. What was the cumulative energy consumption for the facility in the past 12 months?:

A. Electric (kWh) _____ or (Btu) _____ B. Petroleum (Gal) _____

C. Natural Gas (cu ft) _____ D. Other _____ (Specify) _____

14l. What is the anticipated cumulative energy use for the 12 months following completion of the proposed acquisition/construction/renovation project?

A. Electric (kWh) _____ or (Btu) _____ B. Petroleum (Gal) _____

C. Natural Gas (cu ft) _____ D. Other _____ (Specify) _____

15. Remarks:

_____ Add Attachment Delete Attachment View Attachment

EXAMPLE

Real Property Status Report
ATTACHMENT C
(Disposition or Encumbrance Request) SF-429-C

OMB Number: 4040-0016
Expiration Date: 02/28/2025

Federal Grant or Other Identifying Number Assigned by Federal Agency *(#2 on cover page)*

Complete the applicable blocks below for each parcel of real property for which you are seeking disposition or other instructions (duplicate this page to provide information for each parcel of real property under the Federal financial assistance award identified in section 2). If a section does not apply, enter "N/A":

13a. Description of Real Property:

13b. Address of Real Property (legal description and complete address including zoning information):

Street1:
Street2:
City: County:
State: Province:
Country: ZIP / Postal Code:
Zoning Information:
GPS Location Longitude: GPS Location Latitude:

13c. Land Acreage or Square Units:

Enter Amount:

Select units: ☐ Acres ☐ Square Feet ☐ Square Kilometers ☐ Square Meters

13d. Gross and Usable Square Footage/Meters (i.e. building, house, etc.):

Enter Amounts:

Gross Usable

Select units: Square Feet Square Meters

14a. Disposition Preference or Encumbrance Request [Check one]:

☐ A. Sell ☐ B. Transfer to different award ☐ C. Transfer to other Federally sponsored project/program
☐ D. Transfer title ☐ E. Retain Title ☐ F. Encumber property

14b. If this is a request to transfer Federal Interest to a different award, specify the proposed grant number and funding agency:

Grant Number: Funding Agency:

14c. If this is a request to use the real property in other Federal-sponsored projects/activities, describe the proposed use of the real property:

Add Attachment Delete Attachment View Attachment

14d. If this is a request to transfer title, identify the proposed receiving entity:

14e. Appraised Value (Valuation):

		Share Percentage %:
Federal Share:	$	[%]
Non-Federal Share:	$	[%]
Total *(sum of Federal and Non-Federal Share)*:	$	[%]

14f. Are there any Uniform Relocation Act (URA) requirements applicable to this real property? ☐ Yes ☐ No

14g. Are there any environmental compliance requirements related to the real property? ☐ Yes ☐ No

If yes, describe them:

Add Attachment Delete Attachment View Attachment

14h. In accordance with the National Historic Preservation Act (NHPA), does the property possess historic significance, and/or is it listed or eligible for listing in the National Register of Historic Places? ☐ Yes ☐ No

If yes, describe them:

Add Attachment Delete Attachment View Attachment

EXAMPLE

14i. If this is a request to encumber the property, identify the party or parties to whom the property is proposed to be encumbered and attach related information (See instructions for more details): Add Attachment Delete Attachment View Attachment
15. If this is a request for a release from the obligation to report on the real property, describe the reasons for the request: Add Attachment Delete Attachment View Attachment
16. Remarks: Add Attachment Delete Attachment View Attachment

EXAMPLE

INSTRUCTIONS FOR THE SF-429 Real Property Status Report

Public reporting burden for this collection of information is estimated to average 240 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

This is a standard report to be used by recipients of Federal financial assistance to report real property status (Attachment A) or to request agency instructions on real property (Attachments B, C) that was/will be provided as Government Furnished Property (GFP) or acquired (i.e., purchased or constructed) in whole or in part under a Federal financial assistance award (i.e., grant, cooperative agreement, etc.). This includes real property that was improved using Federal funds and real property that was donated to a Federal project in the form of a match or cost share donation. This report is to be used for awards that establish a Federal Interest on real property. The instructions below address each section of the Real Property Status Report. This report should be used to report on or request instructions for single/individual and/or multiple parcels of real property (land, buildings, etc.). The report elements are contained in Attachment A and the request elements are contained in Attachments B and C.

A. Instructions Related to Cover Page follows:

1. **Federal Agency and Organizational Element to Which Report is Submitted.** Enter the name of the Federal agency and the agency organization element identified in the award document or as otherwise instructed by the agency.

2. **Federal Grant(s) or Other Identifying Number(s) Assigned by Federal Agency (ies).** Enter the related Federal grant, cooperative agreement or other Federal financial assistance award instrument number(s), or other identifying number(s) assigned to the Federal financial assistance award. The term “Grant” is used to represent all forms of Federal financial assistance including but not limited to grants, cooperative agreements, loan guarantees, etc., unless otherwise excluded via Office of Management and Budget (OMB) guidance, Federal statute or regulation. If subsequent funding from one or more additional award instruments is used to supplement the initial real property investment, list all contributing award instruments.

3. **Recipient Organization.** Enter the name and complete address, including zip code, of the recipient organization.

4a. **Dun and Bradstreet Data Universal Numbering System (DUNS) Number.** Enter the recipient organization’s Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number. The DUNS number is also referred to as the Universal Identifier.

4b. **Employer Identification Number (EIN).** Enter the recipient organization’s Employer Identification Number (EIN) as assigned by the Internal Revenue Service.

5. **Recipient Account Number or Identifying Number.** Enter the account number or any other identifying number assigned by the recipient to the award. This number is strictly for the recipient’s use only and is not required by the Federal agency.

6. **Contact Person for this Report.** Enter the name, telephone number (including area code), e-mail address and Facsimile number (including area code) of the person to contact on matters related to this report or request.

7. **Report End Date.** Enter the end date of the period for which the report is submitted using (MM/DD/YYYY) format. This block only applies when completing Attachment A.

8. **Real Property Status Report – Attachments.** Check the applicable block(s) to indicate the type(s) of attachment(s) being submitted (i.e., Attachment A = General Reporting, Attachment B = Request to Acquire, Improve or Furnish, Attachment C = Disposition Request) and complete the related sections of the indicated attachment(s) for each parcel of real property being reported. Note that each attachment may be submitted using a single RPSR if a recipient has a need to both report information and request instructions from an agency related to real property under the same award instrument.

9. **Comments.** Provide any special notes or comments regarding the real property being reported or the report itself in this block. Comments should relate to issues not addressed in other sections of the report. Attach additional sheets if necessary. If a negative report (no change in real property status) is being submitted for all parcels of real property, enter the term “Negative” in this block. If there have been changes with some but not all parcels of real property, identify the parcels with negative status in this block (as follows: “Negative status for the following Properties:”) and provide the related attachment(s) for each parcel with changes to report.

10. **Certification.** By signing this report (block 11b.), the recipient is certifying that to the best of their knowledge and belief, the information contained in this report is true, correct and accurate and constitutes a material representation of fact upon which the Federal government may rely. Note that a false statement of fact in this report may constitute a violation of Federal law and may be grounds for possible punishment as provided in 18 U.S.C. 1001.

11a. **Typed or Printed Name and Title of Authorized Certifying Official.** Enter the full name and title of the authorized certifying official.

11b. **Signature of Authorized Certifying Official.** The authorized certifying official must sign here certifying to the facts presented in the report. A copy of the governing body’s authorization for the certifying official to sign official documents on behalf of their organization as an official representative must be on file in the recipient’s office. (See item 10. above.)

11c. **Telephone.** Enter the telephone number (including area code and extension) of the individual listed in section 11a.

11d. **Email address.** Enter the email address of the individual listed in section 11a.

11e. **Date report submitted.** Enter the date the report is submitted to the Federal agency using the following format (mm/dd/yyyy).

12. **Agency use only.** This section is reserved for Federal agency use only.

B. Instructions Related to Attachment A (General Reporting) follows:

Real Property Details. Provide the requested information in subsections 13 through 18 of Attachment A for each parcel of real property being reported. Use a separate sheet to report information on each parcel of real property under the Federal financial assistance award identified in section 2. If a section does not apply, enter "N/A." Below is a summary of the required information to be provided for each subsection of Attachment A:

13. **Period and type of Federal Interest.** Enter the period, established in the award document, during which Federal interest in the real property begins (i.e., From) and ends (i.e., To) using (MM/DD/YYYY) format. [ex., From: 03/23/2005 To: 03/22/2025]. This period may exceed the grant award performance period in those instances where Federal interest continues beyond the end of the current award. In some instances the end date for the period of Federal interest may not be defined by a specific date. If that is the case, enter the beginning date along with a statement to indicate the planned or uncertain end date (ex. "From: 03/23/2005 To: Expiration of Federal Interest"). Check the appropriate box indicating the action the Interest is tied to. Federal Agencies will define the applicable beginning date.

14a. **Description of Real Property.** Describe the type of real property being reported (i.e., land, building, etc.) and provide a useful description of the real property (i.e., building number 17 at the National Research Center, Chapel Hill, NC). If the real property is being renovated or altered, also describe the nature of the work (i.e., major renovation of building 17, wing c).

14b. **Address of Real Property.** Enter the legal description and complete address for each parcel of real property being reported including the street, city, state, county/parish, country, zip code, and physical location if an address is not available (i.e., latitude, longitude, lot number, parcel number, etc.). Also, indicate zoning information related to the real property (i.e., mixed use, residential, commercial, etc.). Where an address is not available, or more precision is required, geographic coordinates may be used. Locational data should be recorded with a Global Positioning System (GPS) device set to NAD 83, or WGS 84 datum using either of the following coordinate reference systems:

- United States National Grid (USNG) using the full grid zone designation and a minimum of eight digits.
- Decimal degrees latitude and longitude, with at least 6 decimal places and a minus (-) to show west longitude or south latitude.

14c. **Land Acreage or Square Kilometers.** Enter the size of the land or the size of the land on which the real property is located in terms of measured acreage or square units (i.e., 1.5 acres, 0.8 sq. km., etc.). Identify the unit of measure. Use only one option, either acres, square kilometers, square feet, or square meters.

14d. **Gross and Usable Square Footage/Meters (i.e., of building, house, etc.).** Enter the gross and usable square footage/meters for each structure (i.e., of the building, house, etc.) being reported. Identify the unit of measure. Select only one, either square feet or square meters.

14e. **Real Property Ownership Type(s).** Check the applicable box(es) to indicate the real property ownership type(s). If more than one type is applicable, check all that apply. If the ownership types listed do not apply, check "J. Other" and describe the ownership arrangement. Example of Other: Conservation Easement.

14f. **Real Property Cost.** Enter the total cost of the real property acquired (purchase price only) or improved, including the following data. If multiple Federal agencies are contributing to the acquisition or improvement of the real property, attach a separate sheet to identify each agency and their contribution using the format below:

1. Amount provided by the Federal government (i.e., Federal Share of Property Cost based on the Federal share of the total cost of the program or project),
2. Share percentage provided by the Federal government (i.e., Federal Share Percentage of Property Cost based on the Federal share of the total cost of the program or project),
3. Amount provided by the recipient or other non-Federal entities (i.e., non-Federal Share of Property Cost),
4. Share percentage provided by the non-Federal entities, (i.e., non-Federal Share Percentage of Property Cost),
5. Total cost (i.e., Sum of Federal and non-Federal Share of the Property Cost), and
6. Total share percentage (i.e., sum of share percentages of Federal and non-Federal Share of the Property Cost must equal 100%).

14g. **Has a deed, lien, covenant, or other related documentation been recorded to establish Federal interest in this real property? If yes (unless previously reported), describe the instrument used and enter the date and jurisdiction in which it was recorded.** Check either "yes" or "no" to indicate if the documentation has been recorded. If the awarding agency has not imposed the requirement to record Federal interest in the real property, check "NA". If Federal interest has been recorded, enter the instrument used (i.e., deed, lien, covenant, etc.) along with the date and jurisdiction in which it was recorded (ex., Executed on 01/04/2007, in the Arlington, VA County Clerk's office, Deed book #54987, page 234). The recordation of Federal interest in real property must be reported by no later than the next scheduled reporting date after the real property has been acquired, improved or donated, or as directed by the awarding agency in the award document. The recipient must maintain records of the recordation of Federal interest in real property and make such records available upon the request of the Federal government.

14h. **Has Federally Required Insurance Coverage been secured for this real property?** Check either "yes" or "no" to indicate if Federally required insurance has been secured for the real property. The recipient must maintain records of the insurance coverage that has been secured for the real property and make the records available upon the request of the Federal government. Note: Recipients must provide insurance coverage for any real property acquired under a Federal financial assistance award that is, at a minimum, equivalent to insurance coverage that the recipient provides for other real property they own.

14i. **Are there any Uniform Relocation Act (URA) requirements applicable to this real property?** If the acquisition or development of the real property involved the movement of any person permanently from real property or the movement of personal property from real property directly because of acquisition, rehabilitation, or demolition for an activity undertaken with Federal assistance, the Uniform Relocation Act (URA) requirements may apply. Indicate if the Act applies by checking "yes or no". If the Act does apply, the recipient must maintain records of compliance and make such information available upon the request of the Federal government.

14j. **Are there any environmental compliance requirements related to the real property? If yes, describe them.** Check either "yes" or "no" to indicate if there are any environmental compliance requirements related to the real property. Describe any environmental compliance requirements related to the real property. The recipient must maintain records of compliance with all environmental requirements related to the real property and make such information available upon the request of the Federal government. Attach additional sheets if necessary.

14k. **In accordance with the National Historic Preservation Act (NHPA), does the property possess historic significance, and/or is it listed or eligible for listing in the National Register of Historic Places? If yes, describe them.** In accordance with Section 106 of the National Historic Preservation Act (NHPA), does the property possess historic significance, and/or is it listed or eligible for listing in the National Register of Historic Places? Describe any historical significance, National Register of Historic Places listing or eligibility for such listing, related to the real property. Note, any property listed in, or eligible for listing in the National Register of Historic Places is considered historic. Section 106 protections also ***extend*** to properties that ***possess significance*** but have not yet been listed or formally determined eligible for listing.

15. **Has a significant change occurred with the real property, or is there an anticipated change expected during the next reporting period?** Check the applicable block to indicate either "yes" or "no." If a significant change has occurred (or is anticipated to occur during the next reporting period), such as a major building renovation or remodeling, damage to the real property due to an act of God (flood, hurricane, earthquake, etc.) or other significant change that would affect the value of the property, describe the change. Attach additional sheets if necessary. Note: If a significant change has occurred, 14f. should be recalculated to reflect the change in Federal interest, if any.

16. **Real Property Disposition Status.** Check the appropriate block (A - F) to indicate the type of disposition status being reported, if any.

i. **If the Federal agency provided the recipient with disposition instructions to sell or retain title to the real property, enter the amount of funds owed to the Federal government.** Enter the amount of funds owed to the Federal government as compensation for the Federal interest in the real property if the awarding agency either directed the recipient to sell or granted them permission to retain title to the real property.

ii. **If applicable, enter the amount of any net proceeds from the sale of the real property and describe how the proceeds were distributed.** If applicable, enter the amount of any net proceeds from the sale of the real property and indicate if they were returned to the Federal government, used as an offset toward the cost of acquiring replacement real property for the project or program, or used to offset the original cost of the real property if the award is still active. If not applicable enter "NA."

iii**. If the Federal agency directed the recipient to transfer title to the real property, enter the amount of funds the Federal agency owes.** If the recipient was directed to transfer title to either the Federal agency or to a third party identified by the Federal agency, enter the amount of funds the Federal agency owes the recipient as compensation for their interest in the real property (i.e., the percentage of the recipient's participation in the project cost multiplied by the fair market value of the real property at the time of disposition).

17. **Indicate the cumulative energy consumption for the previous 12 months.** Complete the appropriate block (A - D) to indicate the actual cumulative energy consumption for the property during pervious 12 months.

- **Cumulative Energy Use** may be obtained from the facility utility bills or outreach to the utility provider. Depending on the locality, the bill may include only the current month or may include the total for the 12 months prior and post project completion. When the grantee is one tenant in a multi-tenant facility AND separate utility metering is not in place, pro rata estimating is appropriate The anticipated energy consumption, post completion for new construction and renovation projects, should be available in the project plan. Use of the Portfolio Manager tool, a free application, is encouraged for the tracking of energy consumption data. (http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager)

---

18. **Remarks.** Enter any explanations deemed necessary or information required by the Federal agency including any remarks that the recipient would like to make to address issues that are not addressed elsewhere in this report. Attach additional sheets if necessary.

C. Instructions Related to Attachment B (Request to Acquire, Improve or Furnish) follows:

Real Property Details. Complete the applicable information in subsections 13a. through 15. of Attachment B for each parcel of real property for which the recipient is requesting the authority to acquire, improve, or be provided as Government Furnished Property (GFP). This attachment should only be used if the applicable program authority or budget allows recipients to acquire, improve or furnish real property. Use a separate sheet for each parcel of real property under the Federal financial assistance award identified in section 2. With the exception of 15, all sections are required to be completed for all requests. Below is a summary of the required information to be provided for each subsection of Attachment B:

13a. **Description of Real Property.** Describe the type of real property being reported (i.e., land, building, etc.) and provide a useful description of the real property (i.e., building number 17 at the National Research Center, Chapel Hill, NC). If the real property will be renovated or altered, also describe the nature of the work (i.e., major renovation of building 17, wing c).

13b. **Address of Real Property.** Enter the legal description and complete address for each parcel of real property including the street, city, state, county/parish, country, zip code, and physical location if an address is not available (i.e., latitude, longitude, lot number, parcel number, etc. Also, indicate zoning information related to the real property (i.e., mixed use, residential, commercial, etc.). Where an address is not available, or more precision is required, geographic coordinates may be used. Locational data should be recorded with a Global Positioning System (GPS) device set to NAD 83, or WGS 84 datum using either of the following coordinate reference systems:

- United States National Grid (USNG) using the full grid zone designation and a minimum of eight digits.
- Decimal degrees latitude and longitude, with at least 6 decimal places and a minus (-) to show west longitude or south latitude.

14a. **Describe the intended use of the real property and how it will benefit the program.** Describe how the recipient intends to use the real property that they want to acquire, improve or furnish to support the program under which it is being funded. Describe how the acquisition, improvement or furnishing (as applicable) of the real property will benefit the program in quantifiable terms (ex., lower cost than renting or purchasing with a comparison of the two, improved service delivery using benchmarks to demonstrate anticipated improvements, etc.). Attach additional sheets if necessary.

14b. **Proposed Real Property Ownership Type(s).** Check the applicable box(es) to indicate the proposed real property ownership type(s). If more than one type is applicable, check all that apply, If the ownership types listed do not apply, check "J. Other" and describe the proposed ownership arrangement. Example of "Other": Conservation Easement.

14c. **Proposed Acquisition Date.** Using (MM/DD/YYYY) format, enter the proposed date for the real property acquisition or improvement, or the date the recipient would like the government to furnish real property.

14d. **Land Acreage or Square Kilometers.** Enter the size of the land or the size of the land on which the real property is located in terms of measured acreage or square units (i.e., 1.5 acres, 0.8 sq. km., etc.). Identify the unit of measure. Use only one option, either acres, square kilometers, square feet, or square meters.

14e. **Gross and Usable Square Footage/Meters (i.e., of building, house, etc.).** Enter the gross and usable square footage/meters of each structure (i.e., of the building, house, etc.) being reported. Identify the unit of measure. Select only one, either square feet or square meters.

14f. **Appraised Value (Valuation).** Enter the appraised value (valuation) of the real property to be acquired (purchase price only), or the cost of proposed improvements, including the following. If multiple Federal agencies will contribute to the acquisition or cost to improve the real property, attach a separate sheet to identify each agency and their contribution using the format below:

1. Amount to be provided by the Federal government (i.e., Federal Share of Appraised Property Value or estimated improvement cost based on the Federal share of the total cost of the program or project),
2. Share percentage to be provided by the Federal government (i.e., Federal Share Percentage of Appraised Property Value or estimated improvement cost based on the Federal share of the total cost of the program or project),
3. Amount to be provided by the recipient or other non-Federal entities (i.e., non-Federal Share of Appraised Property Value or estimated improvement cost),
4. Share percentage to be provided by the non-Federal entities, (i.e., non-Federal Share Percentage of Appraised Property Value or estimated improvement cost),
5. Total cost (i.e., sum of Federal and non-Federal Share of the Appraised Value or estimated improvement cost of the property), and
6. Total share percentage (i.e., sum of share percentages of Federal and non-Federal Share of the Appraised Property Value or estimated improvement cost).

14g. **Are there any Uniform Relocation Act (URA) requirements applicable to this real property?** If the acquisition or development of the real property that is the subject of this request involves the movement of any person permanently from real property or the movement of personal property from real property directly because of acquisition, rehabilitation, or demolition for an activity undertaken with Federal assistance, the Uniform Relocation Act (URA) requirements may apply. Indicate if the Act does apply by checking "yes or no." If the Act does apply, the recipient must maintain records of compliance and make such information available upon the request of the Federal government.

14h. **Are there any environmental compliance requirements related to the real property? If yes, describe them.** Check either "yes" or "no" to indicate if there are any environmental compliance requirements related to the real property. Describe any environmental compliance requirements related to the real property. The recipient must maintain records of compliance with all related environmental compliance requirements and make such information available upon the request of the Federal government. Attach additional sheets if necessary.

14i. **In accordance with the National Historic Preservation Act (NHPA), does the property possess historic significance, and/or is it listed or eligible for listing in the National Register of Historic Places? If yes, describe them.** In accordance with the Section 106 of the National Historic Preservation Act (NHPA), does the property possess historic significance, and/or is it listed or eligible for listing in the National Register of Historic Places? Describe any historical significance, National Register of Historic Places listing or eligibility for such listing, related to the real property. Note, any property listed in, or eligible for listing in the National Register of Historic Places is considered historic. Section 106 protections also ***extend*** to properties that ***possess significance*** but have not yet been listed or formally determined eligible for listing.

14j. **Does the proposed action employ green/sustainable practices (check all that apply)?** Check each block which applies (A - E) to indicate the green/sustainable practices (if any) that will be employed when the proposed real property is acquired, constructed or renovated.

A. Employs Integrated Design Principles includes a collaborative, integrated planning and design process and commissioning. (https://www.wbdg.org/design/engage_process.php).

B. Enhances Indoor Environmental Quality includes ventilation and thermal comfort, moisture control, daylighting, low-emitting materials, protection of indoor air quality during construction, and environmental tobacco smoke control (http://www.wbdg.org/design/ieq.php).

C. Protects and Conserves Water includes potable and non-potable indoor water (http://www.wbdg.org/design/dd_plumbingeng.php), outdoor water in landscape, irrigation, and storm runoff (http://www.wbdg.org/design/dd_landscapearch.php), process water, and water-efficient products such as EPA WaterSense products (http://www.epa.gov/watersense).

D. Reduces Environmental Impact of Materials includes recycled content (www.epa.gov/cpg), biobased content (www.usda.gov/biopreferred), environmentally preferable products (www.wbdg.org/design/greenspec.php), water and materials management, and elimination of ozone depleting compounds (http://www.wbdg.org/design/greenspec.php).

E. Optimizes Energy Performance includes energy efficiency (http://www.wbdg.org/references/mou_ee.php) (http://www.wbdg.org/design/dd_hvaceng.php) that takes into account intended use, occupancy, plug loads, on-site renewable energy, measurement/verification, benchmarking, and where available using Energy Star® (http://www.energystar.gov/index.cfm?fuseaction=find_a_product) and Department of Energy-designated energy efficient products (http://www1.eere.energy.gov/femp/technologies/eep_purchasingspecs.html).

14k. **What was the cumulative energy consumption for the facility in the past 12 months?** Complete the appropriate block(s) (A - D) to indicate the actual cumulative energy consumption for the property during pervious 12 months. If this is a request to be furnished real property (GFP), unless you already have the information, insert "NA" in block D.

- **Cumulative Energy Use** may be obtained from the facility utility bills or outreach to the utility provider. Depending on the locality, the bill may include only the current month or may include the total for the 12 months prior and post project completion. When the grantee is one tenant in a multi-tenant facility AND separate utility metering is not in place, pro rata estimating is appropriate The anticipated energy consumption, post completion for new construction and renovation projects, should be available in the project plan. Use of the Portfolio Manager tool, a free application, is encouraged for the tracking of energy consumption data.
  (http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager)

14l. **What is the anticipated cumulative energy use for the 12 months following completion of the proposed acquisition/construction/renovation project?** Complete the appropriate block(s) (A - D) to indicate the anticipated cumulative energy use for the property after the property is acquired, constructed, renovated or furnished as GFP.

15. **Remarks.** Enter any explanations deemed necessary or information required by the Federal agency including any remarks that the recipient would like to make to address issues that are not addressed elsewhere in this request. Attach additional sheets if necessary.

D. Instructions Related to Attachment C (Disposition or Encumbrance Request) follows:

Real Property Details. Complete the applicable information in subsections 13a. through 16. of Attachment C for each parcel of real property for which the recipient is requesting disposition/encumbrance or other instructions. Use a separate sheet to request disposition/encumbrance or other instructions on each parcel of real property under the Federal financial assistance award identified in section 2. If a section does not apply, enter "N/A." Below is a summary of the required information to be provided for each subsection of Attachment C:

13a. **Description of Real Property.** Describe the type of real property that is the subject of this request (i.e., land, building, etc.) and a useful description of the real property (i.e., building number 17 at the National Research Center, Chapel Hill, NC).

13b. **Address of Real Property.** Enter the legal description and complete address for each parcel of real property including the street, city, state, county/parish, country, zip code, and physical location if an address is not available (i.e., latitude, longitude, lot number, parcel number, etc.). Also, indicate zoning information related to the real property (i.e., mixed use, residential, commercial, etc.). Where an address is not available, or more precision is required, geographic coordinates may be used. Locational data should be recorded with a Global Positioning System (GPS) device set to NAD 83, or WGS 84 datum using either of the following coordinate reference systems:

- United States National Grid (USNG) using the full grid zone designation and a minimum of eight digits.
- Decimal degrees latitude and longitude, with at least 6 decimal places and a minus (-) to show west longitude or south latitude.

13c. **Land Acreage or Square Kilometers.** Enter the size of the land or the size of the land on which the real property is located in terms of measured acreage or square units (i.e., 1.5 acres, 0.8 sq. km., etc.). Identify the unit of measure. Use only one option, either acres, square kilometers, square feet, or square meters.

13d. **Gross and Usable Square Footage/Meters (i.e., of building, house, etc.).** Enter the gross and usable square footage/meters for each structure (i.e., of the building, house, etc.) being reported. Identify the unit of measure. Select only one, either square feet or square meters.

14a. **Disposition Preference or Encumbrance Request [Check one].** Check the appropriate block (A - F) to indicate the type of disposition/encumbrance instruction preference being requested. The award document will indicate the disposition option(s) available. The recipient may not request a disposition preference that is not already allowed under the award. Agencies will respond timely to all requests via letter, electronic mail and/or other appropriate means.

14b. **If this is a request to transfer Federal Interest to a different award, specify the proposed grant number and funding agency.** If the recipient is proposing to transfer the Federal interest to a different award, specify the grant number and funding agency for the award to which the recipient is proposing to transfer the interest.

14c. **If this is a request to use the real property in other Federal-sponsored projects/activities, describe the proposed use of the real property.** If the recipient is proposing to use the real property to provide services or facilities for other Federal-sponsored projects or activities, identify the other Federal projects or activities and how the real property will be utilized. Also, describe any impact expected on the host Federal project or activity due to the proposed additional use of the real property. Attach additional sheets if necessary.

14d. **If this is a request to transfer title, identify the proposed receiving entity**. If applicable, provide contact information for the proposed receiving entity.

14e. **Appraised Value.** Enter the third party appraised value of the real property (current market value), including the following:

1. Amount provided by the Federal government (i.e., Federal Share of Appraised Property Value cost based on the Federal share of the total cost of the program or project),
2. Share percentage provided by the Federal government (i.e., Federal Share Percentage of Appraised Property Value based on the Federal share of the total cost of the program or project),
3. Amount provided by the recipient or other non-Federal entities (i.e., non-Federal Share of Appraised Property Value),
4. Share percentage provided by the non-Federal entities, (i.e., non-Federal Share Percentage of Appraised Property Value),
5. Total cost (i.e., Sum of Federal and non-Federal Share of the Appraised Value), and
6. Total share percentage (i.e., sum of share percentages of Federal and non-Federal Share of the Appraised Property Value).

14f. **Are there any Uniform Relocation Act (URA) requirements applicable to this real property?** If the acquisition or development of the real property involved the movement of any person permanently from real property or the movement of personal property from real property directly because of acquisition, rehabilitation, or demolition for an activity undertaken with Federal assistance, the Uniform Relocation Act (URA) requirements may apply. Indicate if the Act does apply by checking "yes or no". If the Act does apply, the recipient must maintain records of compliance and make such information available upon the request of the Federal government.

14g. **Are there any environmental compliance requirements related to the real property? If yes, describe them.** Check either "yes" or "no" to indicate if there are any environmental compliance requirements related to the real property. Describe any environmental compliance requirements related to the real property. The recipient must maintain records of compliance with all environmental requirements related to the real property and make such information available upon the request of the Federal government. Attach additional sheets if necessary.

14h. **In accordance with the National Historic Preservation Act (NHPA), does the property possess historic significance, and/or is it listed or eligible for listing in the National Register of Historic Places? If yes, describe them.** In accordance with the Section 106 of the National Historic Preservation Act (NHPA), does the property possess historic significance, and/or is listed or eligible for listing in the National Register of Historic Places? Describe any historical significance, National Register of Historic Places listing or eligibility for such listing, related to the real property. Note, any property listed in, or eligible for listing in the National Register of Historic Places is considered historic. Section 106 protections also ***extend*** to properties that ***possess significance*** but have not yet been listed or formally determined eligible for listing.

14.i. **If this is a request to encumber the property, identify the party or parties to whom the property is proposed to be encumbered and attach related information:** Identify the party/parties to whom the property is proposed to be encumbered and attach the proposed form and terms of encumbrance, along with a copy of any proposed subordination, inter-creditor agreement, or other documentation to protect the interests of the U.S. Government in case of default.

15. **If this is a request for a release from the obligation to report on the real property, describe the reasons for the request.** Describe the recipient's reasons for requesting a release from the obligation to report. Examples of acceptable reasons include but are not limited to expiration of Federal interest or the real property being disposed of in accordance with agency direction. Attach additional sheets if necessary.

16. **Remarks.** Enter any explanations deemed necessary or information required by the Federal agency including any remarks that the recipient would like to make to address issues that are not addressed elsewhere in this request. Attach additional sheets if necessary.

Texas Commission on Environmental Quality

RESTORE ACT Subrecipient Reimbursement Contract

Bolivar Peninsula Nature Trail

Amendment 1

In accordance with Article 1, subsection 1.2, Amendments, of the General Terms and Conditions, the Texas Commission on Environmental Quality (TCEQ) and The Houston Audubon Society (Performing Party) hereby agree to amend Contract 582-23-44934 to extend the expiration date from October 31, 2024, to April 30, 2025.

This amendment is a $0 extension and does not make any changes to the current approved budget. All conditions and requirements of the Contract that are not addressed in this Amendment 1 will remain unchanged. This Amendment 1 may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument and shall be effective on the date of the latest signature.

Texas Commission Environmental Quality (TCEQ)	Houston Audubon Society (Performing Party)
Melissa Porter	Pam Smolen
Authorized official	Authorized official
Melissa Porter	Pam Smolen
Name	Name
RESTORE Manager	Interim President & CEO
Title	Title
8/5/2024	8/4/2024
Date	Date

Texas Commission on Environmental Quality

RESTORE ACT Subrecipient Reimbursement Contract

Bolivar Peninsula Nature Trail

Amendment 2

In accordance with Article 1, subsection 1.2, Amendments, of the General Terms and Conditions, the Texas Commission on Environmental Quality (TCEQ) and The Houston Audubon Society (Performing Party) hereby agree to amend Contract 582-23-44934 to extend the expiration date from April 30, 2025, to July 31, 2025. However, no expenditures made after the end of the Federal Award are eligible for reimbursement under this Contract unless and until the Federal Awarding Agency amends the Federal Award to extend the Project Period so that it covers the dates upon which such expenditures were made. Any expenditures made by the Performing Party during a time outside the Project Period of the Federal Award are wholly at the Performing Party's own risk.

This amendment is a $0 extension and does not make any changes to the current approved budget. All conditions and requirements of the Contract that are not addressed in this Amendment 2 shall remain unchanged. This Amendment 2 may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument and shall be effective on April 30, 2025.

Texas Commission Environmental Quality (TCEQ)	Houston Audubon Society (Performing Party)
Melissa Porter	
Authorized official	Authorized official
Melissa Porter	Jed Aplaca
Name	Name
RESTORE Manager	President and CEO
Title	Title
4/29/2025	4/29/2025
Date	Date

Texas Commission on Environmental Quality

RESTORE ACT Subrecipient Reimbursement Contract

Bolivar Peninsula Nature Trail

Amendment No. 3

In accordance with Article 1.2, Amendments, of the General Terms and Conditions, the Texas Commission on Environmental Quality (TCEQ) and The Houston Audubon Society (Performing Party) hereby agree to amend Contract Number 582-23-44934 (Contract) as follows:

1) The expiration date set forth on the Contract Signature Page is extended from July 31, 2025, to January 31, 2027.
2) The milestones and deliverables included in the Work Plan are revised and updated. (**See Attachment A**).
3) The Maximum Authorized Reimbursement Amount described on the Contract Signature Page and the RESTORE Program Terms and Conditions Article 4 (Maximum Authorized Reimbursement Amount) is increased to $3,377,210. This is an increase of $523,579. (**See revised Budget Table and Narrative in Attachment B**).
4) The federal grant funding this SubGrant Contract has been amended to apply updated RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (October 2024) upon TCEQ's acceptance of the award amendment. Therefore, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (December 2018) are replaced with the updated RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (October 2024) for all work performed after the effective date of this Amendment. The full text of RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (October 2024) is attached to this Amendment as **Attachment C**.

   Please note: The requirements of section 70914(a) of the Build America, Buy America Act, which is included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, do not apply to this project because it meets the criteria to be covered by Treasury's Public Interest General Applicability Waiver from Application of Section 70914(a) of the Build America, Buy America Act to the RESTORE Act, Direct Component Infrastructure Projects That Were in the Funding Pipeline by May 14, 2022, ("Pipeline Waiver"), effective as of February 17, 2023.

5) The funds added to the revised Budget in Attachment B and to the Maximum Authorized Reimbursement Amount include funds added to the Federal Award for the Bolivar Peninsula Nature Trail Project, as described above. The Federal Award amendment adding funds to the Federal Award relates back to cover any expenditures incurred during the period now authorized for this Project in the Federal Award, and are available for reimbursement of allowable costs meeting all requirements of this Contract during the term of this Contract, to the extent they meet the updated RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (October 2024) described above.

All terms, conditions, and requirements of the Contract that are not addressed in this Amendment No. 3 shall remain unchanged. This Amendment No. 3 may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument and shall be effective on July 31, 2025.

Texas Commission Environmental Quality (TCEQ)	Houston Audubon Society (Performing Party)
Authorized official	Authorized official
Steven Schar	Jed Aplaca
Name	Name
Deputy Executive Director	President & CEO
Title	Title
8/13/2025	7/31/2025
Date	Date

Attachment A

Timeline: Milestones and Deliverables

MILESTONE	Due Date
All Environmental Permits Submitted	09/01/2025
All Environmental Permits Received	03/01/2026
All Building Permits Received	06/01/2026
Design and Bid Process	
Hire Architect for Welcome Center	10/01/2025
Welcome Center Construction Pre-Solicitation Meeting with TCEQ	12/15/2025
Develop trail and parking improvement design and bid packet	12/01/2025
Trail and Parking Pre-solicitation Meeting with TCEQ	12/15/2025
Develop observation deck, boardwalk and bench design and bid packet	12/01/2025
Observation deck, boardwalk and bench Pre-solicitation Meeting with TCEQ	12/15/2025
Develop Water Feature design and bid packet	12/01/2025
Water Feature Pre-solicitation Meeting with TCEQ	12/15/2025
Culvert design and bid package finalized	12/01/2025
Culvert Pre-solicitation Meeting with TCEQ	12/15/2025
Bollards and cable installation design and bid packet finalized	12/01/2025
Bollards and Cable Pre-solicitation Meeting with TCEQ	12/15/2025
Hire Engineer for Fort Travis Septic System design	11/01/2025
Fort Travis Septic System Install bid packet finalized	03/01/2026
Septic System Pre-solicitation Meeting with TCEQ	03/15/2025
Project expenditures at ~10%	02/01/2026
NTP	
Submittal of Welcome Center NTP to Treasury	04/01/2026
Receive Welcome Center NTP from Treasury	06/01/2026
Submittal of Parking Improvement NTP to Treasury	04/01/2026
Receive Parking Improvement NTP from Treasury	06/01/2026
Submittal of Trail NTP to Treasury	04/01/2026
Receive Trail NTP from Treasury	06/01/2026
Submittal of Observation deck, bench, and boardwalk NTP to Treasury	04/01/2026
Receive Observation deck, bench, and boardwalk NTP from Treasury	06/01/2026
Submittal of Culvert NTP to Treasury	04/01/2026
Receive Culvert NTP from Treasury	06/01/2026
Submittal of Bollard and Cable NTP to Treasury	04/01/2026
Receive Bollard and Cable NTP from Treasury	06/01/2026
Submittal of Water Feature NTP to Treasury	04/01/2026
Receive Water Feature NTP from Treasury	06/01/2026
Submittal of Welcome Center NTP to Treasury	04/01/2026

Receive Welcome Center NTP from Treasury	06/01/2026
Submittal of Septic system NTP to Treasury	07/01/2026
Receive Septic system NTP from Treasury	09/01/2026
Construction	
Project expenditures at 50%	08/01/2026
Parking area construction completed	01/01/2027
Septic system construction completed	01/01/2027
Trail and boardwalk construction completed	01/01/2027
Observation deck and bench construction completed	01/01/2027
Culvert construction completed	01/01/2027
Welcome Center construction completed	01/01/2027
Bollards and cable construction completed	01/01/2027
Signage, Wayfinding, Website	
Select and engage wayfinding and interpretive plan and design contractor	11/01/2025
Submittal of Wayfinding and interpretive (Sign Installation) NTP to Treasury	08/01/2026
Receive Wayfinding & interpretive (Sign Installation) NTP from Treasury	10/01/2026
Signage installed	01/01/2027
Website goes live	12/01/2026

Task	Deliverable Description	Due Date
1	**Permits and Planning**	
1.1	Copy of meeting invite from Joint Evaluation Meeting (JEM) with US Army Corps of Engineers	11/01/2024
1.2	Executed Work Plan with TCEQ	08/01/2024
1.3	Executed agreement between Galveston ISD and Galveston County (Land Access/Management?)	09/01/2025
1.4	Driveway construction permit from TxDOT	04/01/2026
1.5	Right of Way signage permits from TxDOT	06/01/2026
1.6	Local authorization for jetty and Yacht Basin signage (County)	06/01/2026
2	**Project Management**	
2.1	Executed hiring contract of BPNT Project Manager and Community Liaison	11/13/2024
3	**Bollards and Cable**	
3.1	Copy of Bollards and cable permits (County, GLO, TCEQ, USACE)	04/01/2026
3.2	Executed Bollards and Cable Installation Contract	03/01/2026
3.3	All required NTP materials for submission to Treasury.	04/01/2026
3.4	Photos of installed Bollards and Cable	01/01/2027
4	**Water Feature**	
4.1	Copy of permits (Galveston County)	03/01/2026
4.2	Executed water feature contract	03/01/2026
4.3	All required NTP materials for submission to Treasury	04/01/2026
4.4	Photos of completed Drip Feature	01/01/2027
5	**Wayfinding and Interpretive Plan and Design**	
5.1	Executed Wayfinding and Interpretive Plan and Design contract	11/01/2025
5.2	Draft wayfinding and interpretive materials	02/01/2026
5.3	Develop final wayfinding and interpretive materials	03/01/2026
6	**Welcome Center Architect and Design**	
6.1	Executed Welcome Center Design Architect Contract	10/01/2025
6.2	Completed Welcome Center Design Plans	12/01/2025
7	**Fort Travis Septic System Replacement**	
7.1	Copy of Septic System Installation Permit	03/01/2026
7.2	Executed Fort Travis Septic System Contract	06/01/2026
7.3	All required NTP materials for submission to Treasury.	07/01/2026
7.4	Photos and as-built documentation of completed Fort Travis Septic System	01/01/2027
8	**Observation Decks, Benches, and Boardwalk (Amenity) Construction**	
8.1	Copy of Dunes permit	04/01/2026
8.2	Executed Amenity Construction Contract	03/01/2026
8.3	All required NTP materials for submission to Treasury.	04/01/2026
8.4	Photos of completed Observation Decks, Benches, and Boardwalks	01/01/2027
9	**Culverts**	
9.1	Executed Culvert Installation Contract	03/01/2026
9.2	All required NTP materials for submission to Treasury.	04/01/2026
9.3	Photos of installed Culverts	01/01/2027

10	**Parking Area Improvement & Trails**	
10.1	Executed Parking Area Improvement Contract	03/01/2026
10.2	All required NTP materials for submission to Treasury.	04/01/2026
10.3	Photos of completed parking areas and trails	01/01/2027
11	**Welcome Center Construction**	
11.1	Executed Contract with Center General Construction Contractor	03/01/2026
11.2	Welcome Center Building Permit (County)	03/01/2026
11.3	All required NTP materials for submission to Treasury.	04/01/2026
11.4	Photos of completed High Island Welcome Center	01/01/2027
12	**Website Design and Development**	
12.1	BPNT Website Design and Development RFQ	05/01/2026
12.2	Executed BPNT Website Design and Development Contract	07/01/2026
12.3	Operational BPNT Website	12/01/2026
13	**Wayfinding and Interpretive Plan Materials Deployment**	
13.1	Executed Wayfinding and Interpretive Plan Materials Deployment Contract	06/01/2026
13.2	All required NTP materials for submission to Treasury.	07/01/2026
13.3	Photos of installed Wayfinding and Interpretive Plan Materials	01/01/2027
14	**Closeout**	
14.1	Project Closeout Documentation	01/15/2027

Attachment B

Revised Budget Table:

BUDGET CATEGORY:	APPROVED BUDGET	INCREASE REQUESTED	NEW TOTAL BUDGET
a. Personnel/Salary	164,047.08	5,032.92	169,080.00
b. Fringe Benefits	4,848.12	12,335.12	17,183.24
c. Travel	15,995.00	.00	15,995.00
d. Supplies	9,007.00	2,998.00	12,005.00
e. Equipment	.00	.00	0.00
f. Contractual	2,489,152.36	515,901.75	3,005,054.11
f.1 HI Welcome Center Construction	667,000.00	117,600.00	784,600
f.2 Trails & Boardwalk Construction	508,800.00	587,454.11	1,096,254.11
f.3 Wayfinding & Interpretation Plan, Design, Fabrication	398,500.00	1500	400,000
f.4 Bollards and Cable Installation	285,000.00	-205,000.00	80,000
f.5 Wayfinding Sign Install	174,000.00	-129,000.00	45,000
f.6 Observation Decks	135,000.00	-15,000.00	120,000
f.7 Benches	2,000.00	3,000.00	5,000
f.8 HI Welcome Center Architectural	83,000.00	17,000.00	100,000
f.9 Fort Travis Septic System	75,000.00	25,000.00	100,000
f.10 Parking Areas	74,050.00	125,950.00	200,000
f.11 Permits	58,000.00	-33,000.00	25,000
f.12 Website Design	17,000.00	3,000.00	20,000
f.13 Culvert Installation	8,292.36	1,707.64	10,000
f.14 Water Infrastructure	2,010.00	2,190.00	4,200
f.15 Translation Services	1,500.00	13,500.00	15,000
g. Construction and/or Land Acquisition	.00	.00	0.00
h. Other	1,000.00	.00	1,000.00
i. Total Direct Costs (Sum a. - h.)	2,684,049.56	536,267.79	3,220,317.35
j. Total Modified Direct Costs	847,907.20	-63,443.96	784,463.24
k. Indirect Cost 20%	169,581.44	-12,688.79	156,892.65
l. Total (sum of i. & k.)	2,853,631.00	523,579.00	3,377,210.00

Budget Detail:
Personnel: $169,080.00

The rates presented fall within the average salary range for position titles and functions in Texas based on a 2021 national survey of land trusts and average salary ranges from US Bureau of Labor Statistics report. In addition, the work is a type of cost generally recognized as ordinary and necessary for HOUSTON AUDUBON operations or the proper and efficient performance of the Federal award. The funding in this category follows restraints or requirements imposed by state and federal labor laws. Personnel: It was a decision of Houston Audubon Society's Bolivar Peninsula Nature Trail Project Committee (Committee), comprised of current staff and volunteers, to add a Community Liaison to accomplish needed communications and marketing to the Bolivar Peninsula and surrounding communities to increase the awareness of the BPNT assets to the public, local businesses, nature tourism and general tourism industries, and other stakeholders. After holding internal staff discussions, we adjusted the percentages of time each staff member expects to spend on BPNT project tasks.

HOUSTON AUDUBON estimates a total of $169,080 in salaries will be required to complete the project. The breakdown of personnel salaries will be reported in the Personnel Eligibility List (PEL).

Fringe: $17,183.24

The fringe rate for all part-time employees is 7.65% which includes FICA and Medicare rates per the IRS for 2025. For full-time employees greater than or equal to 30 hours per week an additional amount is included for 401K matching, health insurance, dental insurance, disability insurance, and Life / AD&D insurance. The amount per full-time employee varies based on 401K eligibility/contributions and insurance coverage selections.

Travel $15,995.00

Location	Purpose	Estimated Trips	Estimated People*	Estimated Cost per Trip **	Project Amount
General Travel Between BPNT Locations and HOUSTON AUDUBON Field Station	Consultation and Implementation	330	1-4	$32.80	$10,830.64
Trip HOUSTON AUDUBON HQ to HOUSTON AUDUBON Field Station	Troubleshooting, Oversight, and Coordination	31	1	$125.96	$3,904.76
Round Trip HOUSTON AUDUBON HQ to HOUSTON AUDUBON Field Station	Review	10	1-2	$125.96	$1,259.60
				TOTAL:	$15,995.00

*Carpooling encouraged when possible.
**Based on the current Federal mileage reimbursement rate.
Necessity: The project sites are spread across about 25 miles of highway and local roads, estimated to be 70-120 miles from HOUSTON AUDUBON Headquarters. The part-time term position hired for this project will be regularly traveling between the 12 project sites throughout implementation and will likely experience occasional travel to HOUSTON AUDUBON headquarters.

Allowability: This amount is allowable because the travel is not included as a cost or used to meet cost sharing or matching requirements of any other Federally financed program in either the current or a prior period. Additionally, the amount is allowable because the trip is consistent with policies and procedures that apply to both Federal and other non-Federal activities and is determined in accordance with generally accepted accounting principles.

Reasonableness: The amount is reasonable because travel is a type of cost generally recognized as ordinary and necessary for HOUSTON AUDUBON operations or the proper and efficient performance of the Federal award.

Allocability: This amount is allocable because the cost is incurred specifically for this project, the travel is assignable in part to the sponsored project and can be distributed in proportions that may be approximated by reasonable methods, and the travel is necessary to the overall operation of HOUSTON AUDUBON.

Supplies: $12,005

Item	Quantity	Price Per Unit	Total Amount
Computer and peripherals, mobile phone and service	2	$2,000.00	$4,000.00
Printed Advertising (birding magazines, visitor guides, etc.)	3	$1444.00	$4332.00
Printed Collateral (brochures, rack cards, flyers, etc.)	700	$1.67	$1,169.00
Promotional Video Production	1	$2,504.00	$2,504.00
		TOTAL:	$12,005.00

Necessity: Computing equipment and peripherals are necessary for the Project Manager and Community Liaison to conduct their work on project tasks. Marketing materials are necessary to promote the project to regional and international tourists.

Allowability: This amount is allowable because the supplies are not included as a cost or used to meet cost sharing or matching requirements of any other Federally financed program in either the current or a prior period. Additionally, the amount is allowable because the supplies procurement is consistent with policies and procedures that apply to both Federal and other non-Federal activities and is determined in accordance with generally accepted accounting principles.

Reasonableness: The amount is reasonable because supplies procurement is a type of cost generally recognized as ordinary and necessary for HOUSTON AUDUBON operations or the proper and efficient performance of the Federal award. The funding in this category follows restraints or requirements imposed by HOUSTON AUDUBON procurement and contracts policy and procedures.

Allocability: This amount is allocable because the cost is incurred specifically for this project, the supplies are assignable in part to the sponsored project and can be distributed in proportions that may be approximated by reasonable methods, and the supplies are necessary to the overall operation of HOUSTON AUDUBON.

Contractual: $3,005,054.11

Contractual costs are based on recent projects and preliminary budget estimates which have been adjusted for inflation. The average cost of design and engineering is 10% of construction cost. Houston Audubon and Galveston County have recent projects for Bollard, Culverts, Parking and Septic Systems which have been used to estimate costs. However, contractual costs don't include adjustments for the NTP process and

compliance with Federal Regulations. Houston Audubon will scale the project as required to ensure compliance with Federal Regulations including ADA requirements.

Necessity: All construction and equipment installation will be contracted. This includes the development of parking areas, Welcome Center updates, new hiking trails, water drip infrastructure, and signage placement. Services rendered on behalf of Houston Audubon that are beyond the organization's internal capacity will also be contracted. This includes website design and translation services.

Allowability: This amount is allowable because the contracts are not included as a cost or used to meet cost sharing or matching requirements of any other Federally financed program in either the current or a prior period. Additionally, the amount is allowable because the contracts are consistent with policies and procedures that apply to both Federal and other non-Federal activities and are determined in accordance with generally accepted accounting principles.

Reasonableness: The amount is reasonable because contracts are a type of cost generally recognized as ordinary and necessary for HOUSTON AUDUBON operations or the proper and efficient performance of the Federal award. The funding in this category follows restraints or requirements imposed by HOUSTON AUDUBON procurement and contracts policy and procedures.

Allocability: This amount is allocable because the cost is incurred specifically for this project, the contracts are assignable in part to the sponsored project and can be distributed in proportions that may be approximated by reasonable methods, and the contracts are necessary to the overall operation of HOUSTON AUDUBON.

Other: $1,000.00

Item	Quantity	Price Per Unit	Total Amount
Digital Advertising (Facebook)	1	$500.00	$500.00
Digital Advertising (Other ad in relevant online nature tourism magazines)	1	$500.00	$500.00
		TOTAL:	$1,000.00

Indirect Costs: **$156,892.65**

Total Modified Charges (**Applicable Charges)	784,463.24
Indirect Costs Percentage*	20%
Indirect Costs	$156,892.65
TOTAL PROJECT BUDGET	**$ 3,377,210.00**

*The indirect rate was calculated based on the simplified allocation method as outlined in CFR Title 2/Subtitle A/Chapter II/Part 200/Appendix IV/Section B. Figures from the 2021 audited financial statements conducted by a 3rd party, independent auditing firm.

Applicable modified direct costs include Personnel, Fringe, Travel, Supplies, and Other from the non-Contractual budget categories. Applicable modified direct costs also include the following Contractual budget items as they are not capital expenditures on our properties, as per our normal accounting practices*: Wayfinding and Interpretation Plan, Design, and Fabrication; Wayfinding and Interpretive Sign Installation; Benches; Fort Travis Restroom Refurbishment/Septic Replacement; Water Drip Features; and Translation Services.

Houston Audubon EXCLUDED the following Contractual budget items in our direct costs for calculating the indirect, as they are capital expenditures on our properties as per our normal accounting practices: General Permit Fees (for Wayfinding and Interpretative Sign Installation; Bollard and Cable Installation; and High Island Welcome Center Architectural Design and Plans); High Island Welcome Center Construction; Trails and Boardwalk Construction; Bollards and Cable Installation; Observation Decks; High Island Welcome Center Architectural Designs, Engineering Plans, and Permits; Parking Area Development; Website Design; and Culvert Installation.

ATTACHMENT C

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

October 1, 2024

TABLE OF CONTENTS

PREFACE **4**

A **Program-Specific Terms and Conditions - Awards Under the Direct Component** **5**

1. Administrative Costs 5
2. Oil Spill Liability Trust Fund 5
3. Remedies for Noncompliance 5
4. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials 6
5. Buy America Preference Waivers 7
6. Buy America Preference Definitions 7

B **Program-Specific Terms and Conditions - Awards Under the Centers Of Excellence Research Grants Program** **8**

1. Allowable Costs 8
2. Prior Approval for Changes in Centers of Excellence 8
3. Performance Reports 8

STANDARD TERMS AND CONDITIONS **10**

C **Applicable Laws, Regulations, and Program Requirements** **10**

D **Use Of Funds and Financial Requirements** **10**

1. Scope of Work 10
2. Pre-Award Costs 10
3. Indirect Costs 11
4. Cost Sharing and Budget Limitations 11
5. Program Income 11
6. Incurring Costs or Obligating Federal Funds Beyond the Expiration Date 12
7. Tax Refunds 12
8. Requirement to Maintain a Conflict-of-Interest Policy 12
9. Prohibition on Use of Funds for Certain Telecommunications and Video Surveillance Services or Equipment 12
10. Limitation on Use of Funds for Research Involving Human Subjects 13
11. Limitation on Use of Funds for Foreign Travel 14
12. Subawards 15

E **Effect of a Government Shutdown on Disbursements and the Availability of Treasury Personnel** **16**

F **Recipient Reporting and Audit Requirements** **16**

1. Financial Reports 16
2. Performance Reports 17
3. Performance Measures 18
4. Interim Reporting on Significant Developments per 2 C.F.R. § 200.329(e) 19

5. Audit Requirements 19
6. Operational Self-Assessment 19
7. Reporting Requirements under the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Pub. L. No. 109-282, as amended by the Digital Accountability and Transparency Act (DATA Act) of 2014, Pub. L. No. 113-101 20
8. System for Award Management (SAM.gov) and Universal Identifier Requirements 20
9. Reporting Requirements for Status of Real Property or Interest in Real Property 20
10. Reporting on Lobbying 20
G Financial Management System and Internal Control Requirements 22
H Records Retention Requirements 23
I The Federal Government's Right To Inspect, Audit, and Investigate 24
1. Access to Records 24
2. Access to the Recipients, Subrecipient's, and Contractor's Sites 24
J Award Disbursement 24
K Notifications and Prior Approvals 26
1. Notifications 26
2. Prior Approvals 26
L Amendments And Closeout 27
1. Amendments 27
2. Closeout 28
M Termination And Remedies for Noncompliance 29
N Debts 31
1. Payment of Debts Owed the Federal Government 31
2. Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs 31
O Non-Discrimination Requirements 31
1. Statutory Provisions 32
2. Regulatory Provisions 32
3. Executive Orders 32
4. Title VII Exemption for Religious Organizations 33
5. Protections for Whistleblowers 33
P Requirement to Check Debarment and Suspension Status ff Subrecipients, Contractors, Subcontractors, and Vendors 33
Q Procurement 34
1. General Provisions 34
2. Solid Waste Disposal 34
3. Subawards 34
4. Small Businesses, Minority, Women, and Veteran-Owned Business Enterprises 34
5. Domestic Preference for Procurement 35

R Environmental Requirements 35
S Real Property, Construction, Equipment, and Supplies 36
1. General Requirements 36
2. Real Property and Acquisition of Land and Land Interests 36
3. Compliance with State, Local and Federal Requirements 36
4. Title 37
5. Permitting Requirements 38
6. Estimated Useful Life 38
7. Recording the Federal Interest in the Real Property 38
8. Use of Real Property 39
9. Administration, Operation, and Maintenance 40
10. Commencement of Construction 40
11. Insurance 41
12. Bonding 41
13. Floodplain Requirements 41
14. Goals for Women and Minorities in Construction 42
15. Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148) 42
16. Equal Opportunity Clause 44
17. Revised Americans with Disabilities Act (ADA) Standards for Accessible Design for Construction Awards 45
18. Supplies and Equipment 45
T Miscellaneous Requirements And Provisions 46
1. Prohibition Against Assignment by the Recipient 46
2. Disclaimer Provisions 46
3. Prohibited and Criminal Activities 46
4. Limitations on Political Activities of Employees 46
5. Drug-Free Workplace 47
6. Increasing Seat Belt Use in the United States 47
7. Reducing Text Messaging While Driving 47
8. Minority Serving Institutions (MSIs) Initiative 47
9. Research Misconduct 47
10. Care and Use of Live Vertebrate Animals 48
11. The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175 48
12. Publications and Signage 50
13. Copyright 50
14. Homeland Security Presidential Directive 12 50
15. Export Control 51

Appendix I: 2 C.F.R. Part 170, Appendix A 53

Appendix Ii: 2 C.F.R. Part 25, Appendix A 56

Appendix Iii: Davis-Bacon And Related Acts Requirements..... 57

Appendix Iv: Contract Clauses Required for Contracts Subject to the Requirements of the Contract Work Hours and Safety Standards Act..... 62

Appendix V: 41 C.F.R. § 60-1.4..... 63

RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

A grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");
2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program-Specific Terms and Conditions");
4. An approved application, including all documents, certifications, and assurances that are part of the approved application;
5. An approved scope of work;
6. Any approved budget; and,
7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply with—and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with—the RESTORE Act, Treasury's implementing regulations at 31 C.F.R. Part 34, all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, any program guidance issued by Treasury (including the RESTORE Act Frequently Asked Questions relating to the Direct Component Program), Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application.

Any inconsistency or conflict in the Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance," 2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012), Treasury's implementing regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), as codified at 31 C.F.R. Part 34), or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through T of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions:

1. **Administrative Costs**

a. Administrative costs are defined as indirect costs for administration incurred by the recipient that are allocable to activities authorized under the RESTORE Act, as specified in 31 C.F.R. § 34.2. Administrative costs do not include:

i. Direct costs that directly support the scope of work and are identified as direct costs in the approved award budget;

ii. Indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414; and,

iii. Indirect costs of subrecipients.

b. Of the amounts received from Treasury under the Direct Component, not more than three percent may be used for administrative costs. See 31 C.F.R. § 34.204(a)(1). The three percent limit on administrative costs may be applied to the total amount of funds received by a recipient either on a grant-by-grant basis or on an aggregate basis. For the latter method, amounts used for administrative costs may not at any time exceed three percent of the aggregate of:

i. The amounts received under a component (i.e., Direct Component) by a recipient, beginning with the first grant through the most recent grant; and,

ii. The amounts in the Trust Fund that are allocated to, but not yet received by the recipient under 31 C.F.R. § 34.103, consistent with the definition of administrative costs in 31 C.F.R. § 34.2.

c. Up to 100 percent of program income, as defined in 2 C.F.R. § 200.1 and elaborated in 2 C.F.R. § 200.307, may be used to pay for allowable administrative costs, subject to the three percent cap. Program income may also be used to defray other allowable costs under the award.

2. **Oil Spill Liability Trust Fund**

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. **Remedies for Noncompliance**

a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for

activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

4. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

a. Pursuant to section 70914 of the Build America, Buy America Act, included in the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (November 15, 2021), none of the funds provided under this award may be used for a project for infrastructure, as defined in paragraph (b) below unless:

i. All iron and steel used in the project are produced in the United States, which means that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

ii. All manufactured products used in the project are produced in the United States, which means that the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and,

iii. All construction materials are manufactured in the United States, which means that all manufacturing processes for the construction material occurred in the United States.

b. For the purposes of this section, the term "infrastructure" means public infrastructure, including but not limited to the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

c. The requirement of paragraph (a) (the "Buy America preference") only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does the Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. See OMB Memorandum M-24-02.

5. **Buy America Preference Waivers**

a. The Buy America Preference shall not apply if a waiver covering the project is in effect at the time that Treasury obligates the award funds for the new award or amendment to the existing award (provided as the "Date Issued" in the Notice of Award). All waivers will be posted on Treasury's RESTORE Act, Buy America website at https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/restore-act-buy-america-preference.

b. Recipients may also apply for, and Treasury may grant, a waiver from these requirements on a project or product level. Treasury will provide information on the process for requesting a waiver from these requirements. For more information on the waiver request process see https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/restore-act-buy-america-preference.

c. In accordance with 2 C.F.R. § 184.7, Treasury may waive the application of the Buy America preference in any case in which Treasury determines that:

i. Applying the Buy America Preference would be inconsistent with the public interest;

ii. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or,

iii. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

d. A request to waive the application of the Buy America preference must be submitted in writing. Treasury will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office within the Office of Management and Budget.

6. **Buy America Preference Definitions**

Definitions of terms related to the Buy America Preference requirement provided in this section are provided on Treasury's RESTORE Act, Buy America website at https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/restore-act-buy-america-preference.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through T of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions:

1. **Allowable Costs**

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

a. Construction, including the alteration, repair, or rehabilitation of existing structures;

b. Facilities costs that are allowable as indirect costs in a federally approved negotiated indirect cost rate; and,

c. Acquisition of land or interests in land.

2. **Prior Approval for Changes in Centers of Excellence**

a. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

b. After the recipient notifies Treasury pursuant to (a) and finalizes the selection, the recipient must promptly inform Treasury of the following:

i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;

ii. Unique Entity Identifier (UEI) Number;

iii. Location of the entity;

iv. The discipline or disciplines, as set forth in Section 1605(d) of the RESTORE Act and Treasury's implementing regulations at 31 C.F.R. § 34.704(b), that will serve as a focus of research for the selected Center or Centers of Excellence;

v. Documentation of the competitive process used to select the Center or Centers of Excellence, including all documentation to demonstrate the recipient complied with the selection requirements set forth in Section 1605 of the RESTORE Act and Treasury's implementing regulations at 31 C.F.R. § 34.704(b); and,

vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.

3. **Performance Reports**

In addition to the reporting requirements in Section F, pursuant to 31 C.F.R. § 34.706, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the

consortium members. This information will be included in the Council's annual report to Congress. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

C APPLICABLE LAWS, REGULATIONS, AND PROGRAM REQUIREMENTS

This Award is subject to the following federal laws, regulations, and requirements. This list is not exclusive:

1. The RESTORE Act, Pub. L. No. 112-141 (July 6, 2012);
2. Treasury's implementing regulations, 31 C.F.R. Part 34;
3. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements;
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower-tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19;
5. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 31 C.F.R. Part 20;
6. New Restrictions on Lobbying, 31 C.F.R. Part 21;
7. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170;
8. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25;
9. Recipient Integrity and Performance Matters, Appendix XII to 2 C.F.R. Part 200;
10. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175;
11. Treasury's RESTORE Act Frequently Asked Questions (FAQs) related to the Direct Component program and other program guidance; and,
12. Any special award conditions included in the award.

D USE OF FUNDS AND FINANCIAL REQUIREMENTS

1. **Scope of Work**

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

2. **Pre-Award Costs**

The recipient may obligate funds under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs related to award reporting and closeout after the end of the period of performance, or costs incurred prior to the effective date of this Award, which are allowable only if:

a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;

b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and,

c. These costs would have been allowable if incurred after the date of the award.

3. **Indirect Costs**

a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, Subpart E (*Cost Principles*). For Direct Component awards, there is a three percent limit on indirect costs per 31 C.F.R. § 34.204(a)(1). Please see the RESTORE Act Frequently Asked Questions (FAQs) related to the Direct Component Program for more information on the limitations on indirect costs (administrative costs) at https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/direct-component/direct-component-resources. Indirect costs charged to the award must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.1) and must be included in the recipient's budget.

b. Unallowable direct costs are not recoverable as indirect costs.

c. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:

i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,

ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

4. **Cost Sharing and Budget Limitations**

a. There is no requirement for cost sharing for grants under the Direct Component and the Centers of Excellence Research Grants programs. However, if cost share funds are included in the approved award budget, the recipient must obtain and use these cost share funds for the purposes of the award.

b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

5. **Program Income**

Program Income is defined in 2 C.F.R. § 200.1 as gross income earned by the recipient or subrecipient that is directly generated by a supported activity or earned as a result of the federal award during the period of performance except as provided by 2 C.F.R. § 200.307(c). As permitted by 2 C.F.R. § 307(d), Treasury authorizes costs incidental to the generation of program income that have not been charged to the award to be deducted from the gross income to determine program income for this award (i.e., net program income). Any program income generated by the recipient or the subrecipient during the period of performance of the award or period of performance of the subrecipient's subaward, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the

conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e., solely to accomplish the approved scope of work. All program income determinations are project scope-specific and should be determined prior to award or at the earliest point possible post-award.

6. **Incurring Costs or Obligating Federal Funds Beyond the Expiration Date**

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs that are authorized for a period up to 120 days following the end of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 120-day closeout period.

7. **Tax Refunds**

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, Subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

8. **Requirement to Maintain a Conflict-of-Interest Policy**

Recipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. **Prohibition on Use of Funds for Certain Telecommunications and Video Surveillance Services or Equipment**

a. Recipients must comply with 2 C.F.R. § 200.216 with respect to obligations and expenditures of Treasury's RESTORE Act grants funded on or after 8/13/2020. As required by 2 C.F.R. § 200.216, Treasury's RESTORE Act recipients and subrecipients are prohibited from obligating or expending grant funds to procure or obtain covered telecommunications equipment or services; extend or renew a contract to procure or obtain covered telecommunications equipment or services; or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

b. As described in Public Law 115–232, section 889, covered telecommunications equipment or services are defined as follows:

   i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

   ii. 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);

   iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or,

iv. 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 the People's Republic of China.

c. For the purposes of this section, "covered telecommunications equipment or services" also include 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.

d. Whenever procuring, contracting for, or obtaining telecommunications or video surveillance services or equipment, the recipient must make a good-faith effort to ascertain that none of the equipment or services are from a prohibited source. The recipient must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

e. The recipient must ensure that the prohibition on covered telecommunications and video surveillance services and equipment flows down to all lower-tier transactions, to include all subawards and contracts.

f. When the recipient or subrecipient accepts a RESTORE Act grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the grant and those provided upon submitting payment requests and financial reports.

g. For additional information, see section 889 of Public Law 115-232 and 2 C.F.R.§ 200.471.

10. **Limitation on Use of Funds for Research Involving Human Subjects**

a. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged to this Award for human subject's research, until the appropriate documentation is approved in writing by Treasury.

b. The Federal policy for the protection of human subjects (the "Common Rule") as codified in 45 C.F.R. Part 46, Subpart A, defines a human subject as a living individual about whom an investigator conducting research obtains (1) information or biospecimens through intervention or interaction with the individual (e.g., surveys and focus groups), and uses, studies, or analyzes the information or biospecimens or (2) uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

c. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:

i. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;

ii. Documentation to support an exemption for the project;

iii. Documentation to support deferral for an exemption or IRB review; or,

iv. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

11. **Limitation on Use of Funds for Foreign Travel**

a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.

b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. § 301-10.131 through 301-10.143.

c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website http://www.gsa.gov/portal/content/103191. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website http://www.state.gov/e/eeb/tra/.

e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from Treasury. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

12. **Subawards**

a. Recipients that enter into subawards under this award must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 C.F.R. § 200.332). This agreement must incorporate all the terms and conditions of this Award, including any applicable Special Award Conditions, and must include the information at 2 C.F.R. § 200.332(b). The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. § 200.332, including but not limited to monitoring use of RESTORE Act grant funds and compliance with all terms and conditions; following up on any deficiencies identified as a result of onsite or desk reviews and/or audits; and reviewing and correcting as necessary all subrecipient performance and financial reporting before including this information on the recipients' required RESTORE Act grant program's Performance Progress Reports (PPR) and Federal Financial Report (SF-425) reports.

b. Recipients must verify that a proposed subrecipient is not excluded or disqualified from receiving or participating in Federal awards prior to making a subaward to the proposed subrecipient. Recipients may use the verification methods provided at 2 C.F.R. § 180.300 and Treasury's implementing regulations at 31 C.F.R. § 19.300, which include confirming in SAM.gov that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving Federal funds.

c. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.332(c).

d. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any applicable Special Award Conditions, and to ensure that the scope of work is being appropriately carried out and milestones are achieved.

e. The recipient must provide training and technical guidance to the subrecipient as necessary.

f. The recipient must, if necessary, take appropriate enforcement actions against noncompliant subrecipients.

g. If lower-tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower-tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. § 200.332.

h. The recipient must verify that no subrecipient appears on the excluded party list on sam.gov. If lower-tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward verifies that this lower-tier subrecipient does not appear on the excluded parties list in sam.gov prior to issuing the subaward.

i. The recipient or subrecipient 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 consistent with 2 C.F.R. § 200.318(c)(1).

j. No employee, officer, agent, or board member with real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated mentioned in this section, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract.

ii. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors.

iii. A recipient or subrecipient may set standards for situations where the financial interest is not substantial, or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a contract.

iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient or subrecipient.

E EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

F RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. **Financial Reports**

a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 120 days after the end of the period of performance.

b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget cost category (e.g., Personnel: Provide Dollar Amount Expended; Fringe: Provide Dollar Amount Expended; Equipment: Provide Dollar Amount Expended; Construction: Provide Dollar Amount Expended, etc.) the use of all funds received by the recipient and subrecipient (if applicable).

c. There is no requirement for cost sharing for grants under Treasury's RESTORE Act grant programs. However, if cost share funds are included in the approved award budget, the SF-425 must reflect the cumulative status of federal and non-federal funds to capture the financial status of the grant award as of the end of the reporting period. The cost share must be reported in the Recipient Share

section of the SF-425.

d. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.

e. The recipient must submit all financial reports via the RESTORE Grants Management System (https:/portal.treasury.gov/RGMS) unless otherwise specified by Treasury in writing.

2. **Performance Reports**

a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 120 days following the end of the period of performance.

b. The recipient must submit all performance reports in (a) above, via the RESTORE Grants Management System (https://portal.treasury.gov/RGMS), unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:

i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:

a) In Section B-1:

1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);

2) Summarize cumulative activities undertaken since the award period of performance start date by the recipient and any subrecipients (if applicable);

3) Summarize any key accomplishments, including milestones completed for the reporting period;

4) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and,

5) If the recipient or any subrecipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

b) In Section B-2:

1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or

controversies; and,

2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period;

2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings;

3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews; and,

4) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.

iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. **Performance Measures**

a. In accordance with 2 C.F.R. § 200.301, Treasury is required to measure the recipient's performance under its RESTORE Act grants to show achievement of the programs' goals and objectives, share lessons learned, improve programs' outcomes, and foster adoption of promising practices.

b. As of May 16, 2024, Treasury has adopted the standardized performance metrics set forth in the Direct Component Performance Metrics Guidance listed on the Resources webpage at https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/direct-component/direct-component-resources for RESTORE Act, Direct Component awards. Treasury will require recipients to report on these metrics for all new awards issued on or after May 16, 2024, as well as for

existing awards that receive monetary amendments on or after May 16, 2024**,** to fund an additional project phase or effect a material change in the project scope of work. The requirement will not apply retroactively to awards made prior to May 16, 2024, amendments to existing grants for no-cost time extensions, or monetary amendments to existing grants that are solely for the purpose of funding cost overruns at bid opening, provided that the originally approved application contained an opinion of probable cost or equivalent documentation. Recipients must report on the performance metrics for their Direct Component awards on their Performance Progress Report (PPR) via RGMS. Recipients should retain the raw data supporting any calculations or estimates used to collect and report the performance data via RGMS and make this data available upon request. Recipients have the opportunity to provide any necessary context, as desired, in the narrative responses on the recipient's Performance Progress Report.

4. **Interim Reporting on Significant Developments per 2 C.F.R. § 200.329(e)**

a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions become known:

i. Problems, delays, or adverse conditions which will materially impair the recipient's or subrecipient's ability to meet the milestones, measures, or the objectives of this Award. This disclosure must include information on the recipient's plan for corrective action taken, or contemplated, and any assistance needed to resolve the situation; and,

ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or that produce different beneficial results than originally planned.

b. The recipient must:

i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act or OMB's implementing regulation at 2 C.F.R. Part 200, Subpart F - Audit Requirements, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act program, including the Comprehensive Plan Component and Spill Impact Component;

ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds; and,

iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award and include the name and DUNS/UEI number for the subrecipient or contractor, and the total amount of the contract or subaward.

5. **Audit Requirements**

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements set forth at 2 C.F.R. Part 200 Subpart F – Audit Requirements.

6. **Operational Self-Assessment**

The recipient must submit a revised *Operational Self-Assessment* form no later than June

30 of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year in the RGMS using the RGMS Portal (https://portal.treasury.gov/RGMS). The recipient must note controls or activities that have changed from its previous submission. The PDF form of the *Operational Self-Assessment* can be found on Treasury's Direct Component Resources webpage for reference at https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/direct-component/direct-component-resources.

7. **Reporting Requirements under the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Pub. L. No. 109-282, as amended by the Digital Accountability and Transparency Act (DATA Act) of 2014, Pub. L. No. 113-101**

The award term set forth in Appendix A to 2 C.F.R. Part 170 applies and is set forth in Appendix I to this document.

8. **System for Award Management (SAM.gov) and Universal Identifier Requirements**

The award term set forth in Appendix A to 2 C.F.R. Part 25 applies and is as set forth in Appendix II to this document.

9. **Reporting Requirements for Status of Real Property or Interest in Real Property**

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. See also Section Q.

10. **Reporting on Lobbying**

a. Solely for the purposes of reporting on lobbying, "recipient" is used as defined at 31 C.F.R. § 21.105(0), as including all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian Tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Solely for the purposes of reporting on lobbying, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.

b. All recipients must comply with the provisions of 31 U.S.C. § 1352, and Treasury's implementing regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay 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 making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

c. The award recipient must include a statement in all subawards, contracts and subcontracts exceeding $100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352.

d. Each "person" who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.

i. As defined in 31 U.S.C. § 1352(g)(3), the term "person"—includes an

individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit; but does not include an Indian Tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency but only with respect to expenditures by such tribe or organization that are made for purposes specified in subsection (a) and are permitted by other Federal law.

ii. The certification shall be filed pursuant to 31 C.F.R. § 21.110.

iii. Any subrecipient, at any tier, who receives a subaward exceeding $100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.110(d), the certification shall be filed to the next tier above.

iv. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding $100,000 under this award, shall file with the tier above them a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.110(d), the certification shall be filed to the next tier above.

v. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

vi. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which “materially affect” the accuracy of information already reported include:

   a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

   b) A change in the persons(s) influencing or attempting to influence; and/or,

   c) A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action.

vii. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

viii. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient within 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the

accuracy of the information contained in any disclosure from previously filed.

G FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Pursuant to 2 C.F.R. § 200.302, Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:

    a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;

    b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and retain all supporting documentation to allow this tracing of funds;

    c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act grant programs;

    d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the Federal agency (Treasury), and the program's Assistance Listing number (21.015);

    e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.; and,

    f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, Subpart E (*Cost Principles*) and the terms and conditions of this Award.

3. Pursuant to 2 C.F.R. § 200.303, the recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and

Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and Treasury's Inspector General, followed by submitting a proposed mitigation plan to Treasury.

4. The recipient must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII), as defined in 2 C.F.R 200.1, and other types of information. This also includes information Treasury designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable federal, state, local and Tribal laws regarding privacy and responsibility over confidentiality.

H RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years from the date of submission of their final financial report (final SF-425) in accordance with 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

    a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

    b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;

    c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;

    d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of costs charged to this Award;

    e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and,

    f. Any reports, publications, and data sets from any research conducted under this Award.

2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three-year period following submission of the final financial report, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and a final action is taken.

3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor, a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient, a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

I THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. **Access to Records**

   a. Treasury, Treasury's Office of Inspector General, the Government Accountability Office, or any of their authorized representatives have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient, that are pertinent to this Award, in order to perform audits, execute site visits, or for any other official use in accordance with 2 C.F.R. § 200.337. This right also includes timely and reasonable access to the recipient's, personnel for the purpose of interview and discussion related to such documents and the Award in general. This right of access shall continue as long as records are required to be retained.

   b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, Treasury's Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers or other records, including electronic records of the subrecipient(s), that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).

   c. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, Treasury's Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section H above).

2. **Access to the Recipients, Subrecipient's, and Contractor's Sites**

   a. The Treasury, Treasury's Office of Inspector General, and the Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients', their subrecipients', and contractors' offices and project sites corresponding to the duration of their records retention obligation for this Award.

J AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award upon request. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section G) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3)

Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's implementing regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.

2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.

3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.

4. Treasury will use the Department of the Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future-day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.

5. Requirements applicable to recipients that are states: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, Rules and Procedures for Efficient Federal-State Funds Transfers at 31 C.F.R. Part 205, and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

6. Requirements applicable to recipients that are not states: In accordance with 2 C.F.R. § 200.305(b), the recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.

7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).

8. The recipient must maintain advances of federal funds in interest-bearing accounts, unless one of the following conditions applies:

    a. The recipient receives less than $250,000 in federal awards per year;

    b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances; or,

c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

9. Interest earned amounts up to $500 per year may be retained by the non-federal entity for administrative expense. Any additional interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

K NOTIFICATIONS AND PRIOR APPROVALS

1. **Notifications**

a. In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever a vacancy or change to key personnel listed in the award application occurs or is anticipated.

b. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

c. The recipient must notify Treasury when it increases or decreases the amount of the non-federal share of funds supporting to the project in order for Treasury to amend the approved project budget to reflect such change in the non-federal share supporting the projected funded by the Direct Component grant. The recipient must also revise the Covenant of Purpose, Use and Ownership (Covenant) to reflect Treasury's accurate percentage of participation in the project and record the executed Covenant, and submit a copy of the recorded Covenant to Treasury prior to award closeout.

d. The recipient must notify Treasury of non-material modifications to an accepted multiyear plan with the next amended multiyear plan submitted for Treasury's review and acceptance. Modifications to a multiyear plan that would not be material modifications are: 1) changes that do not affect the overall scope or objective of the multiyear plan activity, and 2) changes that do not increase funding for an accepted multiyear plan in order to add new activities or increase the scope of an existing activity or activities. If non-material modifications to an activity in an accepted multiyear plan are included in a grant application, Treasury will evaluate the application to determine if the modified activity continues to be a Direct Component eligible activity and does not exceed the recipient's Direct Component allocation.

2. **Prior Approvals**

a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:

i. A change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval);

ii. A need to extend the period of performance;

iii. A need for additional federal funds to complete the activity, project, or program;

iv. The transfer of funds among direct cost categories if this Award exceeds

the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.1) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;

v. Any transfer between the non-construction and construction budget lines;

vi. The use of funds to reimburse the recipient for pre-award costs;

vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award, including but not limited to costs related to foreign travel and research on human subjects (which includes surveys and focus groups);

viii. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award;

ix. Termination of a subaward prior to the expiration of the agreement with the subrecipient;

x. The commencement of any construction under the award;

xi. The purchase of equipment under the award;

xii. The use of real property in which there is a recorded federal interest for purposes other than purposes of award;

xiii. The disposition of real property or equipment with a fair market value exceeding $10,000; and,

xiv. The acquisition of land unless described in the grant application and approved in this award.

L AMENDMENTS AND CLOSEOUT

1. **Amendments**

a. The terms of this Award may be amended with the written approval of the recipient and Treasury.

b. Treasury reserves the right to unilaterally amend the terms of this Award if required by federal law or regulation.

c. An amendment is required whenever Treasury and the recipient wish to:

i. Make a material change to the award scope of work;

ii. Extend the award period of performance;

iii. Increase or decrease the amount of funds on a RESTORE Act grant;

iv. Unless described in the application and funded in the approved federal awards, the subawarding, transferring or contracting out of any work under a federal award, to include the selection of a Center or Centers of Excellence not specified in the approved scope of work, or the termination of a subaward included in the approved scope of work prior to the expiration of the agreement with the subrecipient. This provision does not apply to the acquisition of supplies, material, equipment or general support services;

v. Change the approved cost share provided by the recipient; or,

vi. Transfer funds between the construction and nonconstruction budget line items.

d. Requests for amendments must be submitted via RGMS, unless Treasury specifically waives this requirement, and must be signed by the recipient's Authorized Official;

e. Request for amendments must contain the following information, unless otherwise indicated by Treasury:

i. A revised change in scope, whenever a material change in scope is requested or whenever the recipient intends to subaward, transfer or contract out of any work under a federal award, include the selection of a Center or Centers of Excellence not specified in the approved scope of work, or termination of a subaward included in the approved scope of work prior to the expiration of the agreement with the subrecipient. This scope of work should be in redline format to clearly identify the changes from the original scope of work and must include revised performance measures and a justification for the proposed revision to the scope of work;

ii. A revised detailed budget, whenever the recipient intends to make changes to the original approved budget to reflect a request for increased or decreased federal funding, a change in cost share funds, or transfers between line items. This detailed budget should show the original budget for each line item, the requested change for each line item, and an explanation or justification for each requested line item change;

iii. A revised period of performance and revised milestone chart, whenever a time extension is requested, as well as a justification for the time extension request, an explanation of how the recipient will accomplish the scope of work in the revised timeframe, and a discussion of risks that could further impact the schedule, and a risk mitigation strategy to reduce the likelihood of these schedule risks or their impact if they do occur; and,

iv. Any other supporting documentation as appropriate and as requested by Treasury.

2. **Closeout**

a. Treasury will closeout this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.

b. Within 120 calendar days after the end of the award period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable). The subrecipient must submit to the recipient, no later than 90 calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award. The recipient may approve an extension when requested and justified by the subrecipient.

c. The recipient must liquidate all obligations incurred under this Award not later than 120 calendar days after the end of the award period of performance, or at closeout of the Award by Treasury.

d. The recipient must promptly refund any balances of unobligated cash that Treasury paid. If the recipient is required to refund any balances, the recipient should contact Treasury for instructions.

e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.

f. The recipient must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R. § § 200.310 through 200.316 and § 200.330.and Section Q of these terms and conditions.

g. If the recipient does not submit all reports in accordance with 2 C.F.R. § 200.344, and the terms and conditions of this Award within one year of the period of performance end date, Treasury will proceed to close out the Award without the missing reports. Treasury will also report the recipient 's material failure to comply with the terms and conditions of this Award with the OMB-designated integrity and performance system (currently FAPIIS which is in SAM.gov) and may pursue other remedies for noncompliance, as listed in Section M.

h. The closeout of this Award does not affect any of the following:

   i. The right of Treasury or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. Treasury or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period;

   ii. The requirement for the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

   iii. The ability of Treasury to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments;

   iv. Compliance with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F;

   v. Compliance with the Property management and disposition requirements set forth in 2 C.F. R. § 200.310 through 200.316; and,

   vi. Compliance with the Records retention requirements set forth in 2 C.F.R. § 200.334 through 200.337.

i. After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in 2 C.F.R. § 200.344(a), including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

M TERMINATION AND REMEDIES FOR NONCOMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's implementing regulations, the Uniform Guidance, these Standard Terms and

Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):

a. Impose additional Special Award Conditions such as:

   i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests;

   ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report;

   iii. Requiring additional activity, project, or program monitoring;

   iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; and/or,

   v. Establishing additional actions that require prior approval;

b. Temporarily withhold payments pending correction of the noncompliance;

c. Disallow from this Award all or part of the cost of the activity or action not in compliance;

d. Wholly or partly suspend or terminate this Award;

e. Withhold additional Awards;

f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19; and/or,

g. Take any other remedies that may be legally available.

2. Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy.

3. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

4. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.

5. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to Treasury's Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse related to grants made under the Direct Component and Centers of Excellence Research Grants programs to Treasury's Inspector General.

6. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.340. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.340. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.

7. If this Award is terminated, Treasury will update or notify any relevant government-wide

systems or entities of any indications of poor performance as required by 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19.

8. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

9. Notwithstanding the foregoing, consistent with 2 C.F.R. 200.340, Treasury may also **unilaterally terminate this award in whole or in part** if the award no longer effectuates the program goals or agency priorities.

N DEBTS

1. **Payment of Debts Owed the Federal Government**

   a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.

   b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 120 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

   c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.

   d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.

   e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

   f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. **Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs**

   Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. **Statutory Provisions**

   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

   b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

   c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

   d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

   e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325), ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation; and,

   f. Any other applicable non-discrimination law(s).

2. **Regulatory Provisions**

   a. Treasury's Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

   b. Treasury's Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally-assisted education programs or activities**;**

   c. Treasury's Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. **Executive Orders**

   a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

   b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With

Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. **Title VII Exemption for Religious Organizations**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. **Protections for Whistleblowers**

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below 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 list of persons and entities referenced in the paragraph above includes the following:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency:

f. A court or grand jury; and/or,

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipients, subrecipients, and contractors shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS, AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed $25,000) or its principals does not appear on the federal government's Excluded Parties List System (EPLS) as debarred, suspended, or otherwise excluded from receiving or participating in Federal

awards prior to executing a subaward agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the EPLS. The EPLS is accessible at http://www.sam.gov. See also 2 C.F.R. § 200.214.

2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's EPLS. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the EPLS.

3. The recipient must include a term or condition in all lower-tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q PROCUREMENT

1. General Provisions

a. 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 2 C.F.R. § 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by 2 C.F.R. § 200.327.

b. All other recipients and subrecipients must follow the procurement standards in 2 C.F.R. § 200.318 through 200.327.

2. Solid Waste Disposal

The recipient 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 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.

3. Subawards

a. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

b. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.

4. Small Businesses, Minority, Women, and Veteran-Owned Business Enterprises

Pursuant to 2 C.F.R. § 200.321, recipients and subrecipients must take all necessary

affirmative steps to assure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible. Such consideration means:

a. These business types are included on solicitation lists;

b. These business types are solicited whenever they are deemed eligible as potential sources;

c. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

d. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

e. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and ,

f. Requiring contractor, under a Federal award to apply this section to subcontracts.

5. **Domestic Preference for Procurement**

Recipients are encouraged, to the greatest extent practicable, to provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

See 2 C.F.R. § 200.322 for definitions of "manufactured products" and "produced in the United States." This requirement must be included in all subawards including all contracts and purchase orders for work or products under this award pursuant to 2 C.F.R. § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Worker (January 25, 2021). For infrastructure projects, recipients must comply with the Buy America preference set forth in 2 C.F.R. Part 184.

R ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. §

6901 et seq.)

11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. § 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
20. Environmental Justice in Minority Populations and Low-Income Populations, EO 12898, as amended
21. Flood Management, EO 11988, as amended by EO 13690, which was revoked by EO 13807 on August 15, 2017 and reinstated by EO 14030 on May 20, 2021, reestablishing the Federal Flood Risk Management Standard (FFRMS)
22. Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608
23. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
24. Coral Reef Protection, EO 13089
25. Invasive Species, EO 13112

S REAL PROPERTY, CONSTRUCTION, EQUIPMENT, AND SUPPLIES

1. **General Requirements**

   a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through 200.316 for real property, equipment, supplies, and intangible property.

2. **Real Property and Acquisition of Land and Land Interests**

   a. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

   b. In accordance with 31 C.F.R. § 34.803(f), no land or interests in land, such as easements, or right of ways, may be acquired under this Award unless the recipient can provide documentation satisfactory to Treasury that the land or interest in land was acquired by purchase, exchange, or donation from a willing seller.

3. **Compliance with State, Local and Federal Requirements**

   The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all

award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or another critical event.

4. **Title**

a. Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way, and easements necessary for the completion of the project.

b. When property has been newly acquired for the project, the recipient must provide the following as evidence of clear title to the property:

i. A copy of the recorded deed or equivalent conveyance document showing the recipient acquired title to the property; and,

ii. A copy of the title insurance (also known as title policy), title report, or title opinion (by attorney(s) licensed in the jurisdiction where the property is located) completed after the real estate acquisition showing the recipient obtained title to the property free of any encumbrances (i.e., foreclosable liens, easements, or any other limitations on use that interferes with the recipient's intended use, operation, construction, maintenance of the property, or Treasury's federal interest). The title insurance, title report, or title opinion should include the legal description of the property.

c. When the property to be used for the project has not been newly acquired, the recipient must provide evidence of clear title to the property, which includes both of the items listed in (b) above, provided that the copy of the title insurance, title report, title opinion, or equivalent must be completed within a year of the recipient requesting Treasury's approval of its request to proceed with construction on a project. If such evidence is more than one year old, the recipient must provide Treasury with an explanation, which Treasury may in its discretion decline to accept.

d. When easements, rights-of-way, or other rights are required for the completion of the project, the recipient must provide the following documentation:

i. A copy of the easement deed or equivalent conveyance document; and

ii. A copy of the title insurance, title report, or title opinion (by attorney(s) licensed in the jurisdiction where the property is located).

e. When use of or access to leased property is required for the project, the recipient must provide the following evidence of control of the leased property:

i. A copy of the lease signed by the lessor and recipient that provides a lease term equivalent to the estimated useful life (EUL) of the project or renewable for that period; and,

ii. A certification from the recipient that it has control of all project property or improvements to the property and is not aware of any material restrictions or encumbrances that could interfere with any award purpose for the duration of the EUL. If this changes within the course of the EUL, the recipient must provide timely notice to Treasury. The federal interest may be waived, if it is decided that recording the federal interest is not feasible, then Treasury may include a special award condition on the award that the recipient will repay the federal interest if the lessor terminates the lease before the EUL of the project expires or if the recipient or lessor uses the property in a manner

inconsistent with the public purpose(s) of the award during the EUL of the improvements or construction, as applicable.

f. When the project involves linear construction/improvement, road construction, or other less common types of construction, recipients should contact Treasury for guidance on the types of evidence of title required.

g. Notwithstanding (a)-(f), Treasury may in its discretion accept only a copy of the title insurance, title report, title opinion, or equivalent as evidence of title (or easement or other rights) if the recipient is unable to produce the relevant conveyance document.

h. In all cases, recipients must disclose any ongoing litigation concerning the project property prior to seeking Treasury's permission to proceed with construction.

5. **Permitting Requirements**

Prior to receiving Treasury permission to proceed with construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project. In extraordinary circumstances and at Treasury's sole discretion, Treasury may accept alternate documentation such as, draft permits, which must be finalized within a specified time as determined by Treasury after approval of a request for notice to proceed with construction.

6. **Estimated Useful Life**

a. Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury. The recipient must propose an Estimated Useful Life from the date of construction completion either prior to award or initiation of construction. If the Estimated Useful Life is provided in the application, Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

b. The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property acquired or improved, in whole or in part, with Treasury's investment.

c. If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

d. At its discretion, Treasury may waive the requirement to establish an Estimated Useful Life for environmental restoration projects.

7. **Recording the Federal Interest in the Real Property**

Pursuant to 2 C.F.R. § 200.316, Treasury retains an undivided equitable reversionary interest in real property (a "federal interest") that is acquired or improved, in whole or in part with RESTORE Act Direct Component funds, which must be held in trust by the recipient for the benefit of the project for the Estimated Useful Life of the project.

To document the federal interest, the recipient must prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, the recipient must ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or

improved with RESTORE Act Direct Component funds. This Covenant does not establish a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates its interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

a. The Covenant must be satisfactory in form and substance to Treasury and must include the name and current address of the recipient and/or subrecipient (if applicable), the award number, amount, date of award, subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act and Treasury's implementing regulations, 31 C.F.R. Part 34; that it will not be mortgaged or used as collateral, sold, or otherwise transferred to another party without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified, or released through encumbrance of the property, transfer of the property to another party, or any other action the recipient/subrecipient takes without the written permission of Treasury.

b. The recipient agrees to provide to Treasury a title insurance (also known as title policy), title report, or title opinion as to the title owner of the property, and to properly record the Covenant, in accordance with applicable law in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.

c. Treasury requires title insurance, a title report, or a title opinion from the recipient to substantiate that the Covenant has been properly recorded.

d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.

e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.

f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished, and Treasury has no further interest in the real property.

g. Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion include, but are not limited to, the following: work which involves no above grade structures, work within utility easements, work on leased property, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects and other restoration projects.

8. **Use of Real Property**

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as Treasury retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311(d).

9. **Administration, Operation, and Maintenance**

The recipient agrees to administer, operate, and maintain the project for its Estimated Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

a. Strikes or work stoppage;

b. Floods, earthquakes, or other natural disasters;

c. Terrorist acts; and,

d. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. **Commencement of Construction**

The recipient must not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence with construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and that all necessary permits have been or will be obtained, all Special Award Conditions tied to the commencement of construction have been satisfied, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

11. **Insurance**

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. **Bonding**

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. In accordance with 2 C.F.R. § 200.326, for all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are 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 any required contractual documents within the specified timeframe.

b. A performance bond on the part of the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.

c. A payment bond on the part of the contractor's part for 100 percent of the contract price. A "payment bond" is a bond 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 under a contract.

13. **Floodplain Requirements**

In accordance with 44 C.F.R. Part 9, prior to Treasury's permission to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury's satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury's authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.

b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. **Goals for Women and Minorities in Construction**

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of $10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

a. The goal for participation of women in each trade area must be as follows: From April 1, 1981, until further notice: 6.9 percent;

b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,

c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. **Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)**

Davis-Bacon Act-related provisions outlined in 33 U.S.C. § 1372 are applicable to RESTORE Act grants that fund a construction project that is a "treatment works" project as defined in 33 U.S.C. § 1292; or a construction project regardless of whether it is a "treatment works" project when RESTORE Act Direct Component grant funds are used on a construction project in conjunction with federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions.

a. "Treatment works" is defined in 33 U.S.C. § 1292, and means any:

   i. Devices and systems:

      1) Used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement 33 U.S.C. § 1281; or,

      2) Necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall ewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations to those devices and system; and,

   ii. Elements essential to provide a reliable recycled supply of water such as standby treatment units and clear well facilities;

   iii. Acquisition of the land that will be an integral part of the treatment process (including land used for the storage of treated wastewater in land treatment systems prior to land application) or will be used for ultimate disposal of residues resulting from such treatment and acquisition of other land, and interests in land, that are necessary for construction; or,

iv. Any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste, including storm water runoff, or industrial waste, including waste in combined storm water and sanitary sewer systems.

b. When Davis-Bacon Act-related provisions applies, the recipient 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 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") in all prime construction contracts in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds. The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. For information on the current prevailing wage rate determination for a specific locality go to https://sam.gov/content/wage-determinations. If there is no prevailing wage rate determination for your locality, recipients should contact the U.S. Department of Labor at 1-866-487-2365 on how to obtain a prevailing wage rate determination.

c. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In accordance with the statute and regulations, 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 and required to pay wages not less than once a week. The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the recipient. The required weekly payroll information may be submitted in any form desired. A contractor may use Form WH–347 which is available at https://www.dol.gov/agencies/whd/government- contracts/construction/payroll-certification.

d. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. The recipient must report all suspected or reported violations to Treasury.

e. The wage determination (including any additional classification and wage rates) 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. The posters can be found at https://www.dol.gov/whd/programs/dbra/wh1321.htm.

f. The recipient must include all the following contract clauses outlined in 29 C.F.R. § 5.5(a) in all construction contracts subject to the Davis-Bacon and Related Acts requirements, which are in excess of $2,000 and entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from RESTORE Act Direct Component grant funds, and ensure that any subrecipient also includes these contract clauses in all construction contracts subject to the Davis-Bacon Act requirements (see Appendix III of this document).

g. **Contract Provision for Contracts in Excess of $100,000: Contract Work Hours and Safety Standards Act**. All contracts awarded by the recipient or subrecipient 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 at 29 C.F.R. § 5.5(b). Under 40 U.S.C. § 3702, 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.** The recipient or subrecipient shall insert the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4) in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 C.F.R. § 5.5(a). As used in this paragraph, the terms laborers and mechanics include watchmen and guards. See Appendix IV of this document for the Contract Clauses Required for Contracts Subject to the Requirements of the Contract Work Hours and Safety Standards Act.

h. In addition to the clauses contained in 29 C.F.R. § 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the recipient or subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient or subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient, Department of Treasury, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

i. **Enforcement**: In accordance with 29 C.F.R. § 5.6(a)(1), Treasury has the responsibility to ascertain whether the clauses required by 29 C.F.R. § 5.5 have been inserted in the contracts subject to the labor standards provisions of the Acts contained in 29 C.F.R. § 5.1. Pursuant to 29 C.F.R. § 5.6(a)(3), Treasury may cause investigations to be made by the recipient as may be necessary to ensure compliance with the labor standards clauses required by 29 C.F.R. § 5.5 and the applicable statutes listed in 29 C.F.R. § 5.1. Investigations shall be made of all contracts with such frequency as may be necessary to ensure compliance. Such investigations shall include interviews with employees, which shall be taken in confidence, and examinations of payroll data and evidence of registration and certification with respect to apprenticeship and training plans. In making such examinations, particular care shall be taken to determine the correctness of classifications and to determine whether there is a disproportionate employment of laborers and of apprentices or trainees registered in approved programs. Such investigations shall also include evidence of fringe benefit plans and payments thereunder. Complaints of alleged violations shall be given priority.

16. **Equal Opportunity Clause**

Pursuant to 41 C.F.R. § 60-1.4(b), federally-assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, the recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: See Appendix V for the full text of 41 C.F.R. § 60-1.4.

17. **Revised Americans with Disabilities Act (ADA) Standards for Accessible Design for Construction Awards**

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

18. **Supplies and Equipment**

a. Requirements that are applicable to recipients that are states:

   i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.

   ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding $10,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.

b. Requirements that are applicable to recipients that are not states:

   i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than $10,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than $10,000 per unit or a residual inventory of unused supplies exceeding $10,000 in total aggregate value upon termination

or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

T MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. **Prohibition Against Assignment by the Recipient**

   Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. **Disclaimer Provisions**

   a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.

   b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. **Prohibited and Criminal Activities**

   a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).

   b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.

   c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.

   d. False Claims Act (31 U.S.C. §§ 3729-3732), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs.

   e. Copeland “Anti-Kickback” Act (41 U.S.C §§ 1320a-7b(b)) prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland “Anti-Kickback” Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. **Limitations on Political Activities of Employees**

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. **Drug-Free Workplace**

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

6. **Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should encourage its employees and should encourage contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

7. **Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

8. **Minority Serving Institutions (MSIs) Initiative**

Pursuant to EOs 13555 and13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html.

9. **Research Misconduct**

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify Treasury's Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury

shall inform the recipient of Treasury's final determination.

10. **Care and Use of Live Vertebrate Animals**

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

11. **The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, as defined in 2 C.F.R. §175.25(d), without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. Provisions applicable to a recipient that is a private entity:

i. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—

a) Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;

b) Procure a commercial sex act during the period of time that this Award is in effect; or,

c) Use forced labor in the performance of this Award or subawards under this Award.

ii. We as the federal agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —

a) Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or,

b) Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

1) Associated with performance under this Award; or,

2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

b. Provision applicable to a recipient other than a private entity. We as the federal agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

i. Is determined to have violated an applicable prohibition in paragraph a.1

of this Section V.10; or,

ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph (a) of this Section through conduct that is either:

a) Associated with performance under this Award; or,

b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

c. Provisions applicable to any recipient:

i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition of this section.

ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and,

b) Is in addition to all other remedies for noncompliance that are available to us under this Award.

iii. You must include the requirements of this section in any subaward you make to a private entity.

d. *Definitions*. For purposes of this award term:

i. "Employee" means either:

a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or,

b) Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii. "Private entity":

a) Means any entity other than a state, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

b) Includes:

1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 C.F.R. § 175.25(b); or,

2) A for-profit organization.

iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

12. **Publications and Signage**

Any publications (written, curricula, visual, sound, reports, or websites) except scientific articles or papers appearing in scientific, technical, or professional journals or signage, produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language:

Publications:

“This project was funded in whole or in part by a RESTORE Act [Direct Component or Centers of Excellence Research] grant, [insert grant number] awarded to [insert the Recipient’s Name] by the U.S. Department of the Treasury (Treasury).The opinions, statements, findings, conclusions, and recommendations contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position, views, or policies of Treasury. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by Treasury. Rather, the references are illustrations to supplement discussion of the issues.

The internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor Treasury can vouch for their current validity.”

Signage:

This project was funded by a RESTORE Act [Direct Component or Centers of Excellence Research] grant, [insert grant number] awarded to [insert the Recipient’s Name] by the U.S. Department of the Treasury.”

13. **Copyright**

If applicable, Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. Treasury also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a Treasury resource.

Products and deliverables developed with award funds and published as a U.S. Department of the Treasury resource will contain the following copyright notice:

“This resource was developed under a federal award and may be subject to copyright. The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only.”

14. **Homeland Security Presidential Directive 12**

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this section. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in this section. The recipient must insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.

b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:

    i. When no longer needed for subaward or contract performance;

    ii. Upon completion of the subrecipient or contractor employee's employment; or,

    iii. Upon subaward or contract completion or termination.

15. **Export Control**

a. This clause applies to the extent that this Award involves access to export-controlled items.

b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions:

    i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the

DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.

ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.

d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.

e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.

f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

g. Compliance with this section will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. § 120–130), including releases of such items to foreign nationals.

h. The recipient shall include this clause, including this paragraph (i), in all lower-tie transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

APPENDIX I: 2 C.F.R. PART 170, APPENDIX A

I. Reporting Subawards and Executive Compensation

(a) Reporting of first-tier subawards —

(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds $30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000. All reported subawards should reflect the total amount of the subaward.

(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.

(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(b) Reporting total compensation of recipient executives for entities —(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

(i) The total Federal funding authorized to date under this Federal award equals or exceeds $30,000;

(ii) in the preceding fiscal year, the recipient received:

(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

(i) As part of the recipient's registration profile at https://www.sam.gov/.

(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) Reporting of total compensation of subrecipient executives— (1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under the subaward equals or exceeds $30,000;

(ii) In the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph (c)(1) of this appendix. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov no later Start Printed Page 30113 than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) Exemptions. (1) A recipient with gross income under $300,000 in the previous tax year is exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

(e) Definitions.

For purposes of this award term:

Entity includes:

(1) Whether for profit or nonprofit:

(i) A corporation;

(ii) An association;

(iii) A partnership;

(iv) A limited liability company;

(v) A limited liability partnership;

(vi) A sole proprietorship;

(vii) Any other legal business entity;

(viii) Another grantee or contractor that is not excluded by subparagraph (2); and

(ix) Any State or locality;

(2) Does not include:

(i) An individual recipient of Federal financial assistance; or

(ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position.

Subaward has the meaning given in 2 C.F.R. 200.1.

Subrecipient has the meaning given in 2 C.F.R. 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 C.F.R. 229.402(c)(2).

APPENDIX II: 2 C.F.R. PART 25, APPENDIX A

A. Requirement for System for Award Management

Unless recipients are exempted from this requirement under 2 C.F.R. 25.110, the recipient must maintain current information in the SAM. This includes information on the recipient's immediate and highest level owner and subsidiaries, as well as on all of the recipient's predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until the recipient submits the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another Federal award term.

B. Requirement for Unique Entity Identifier

If recipients are authorized to make subawards under this Federal award, recipients:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the recipient until the entity has provided its Unique Entity Identifier to the recipient.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to the recipient. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at https://www.sam.gov/).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 C.F.R. 200.1 and also includes all of the following, for purposes of this part:

   a. A foreign organization;

   b. A foreign public entity;

   c. A domestic for-profit organization; and

   d. A Federal agency.

4. Subaward has the meaning given in 2 C.F.R. 200.1.

5. Subrecipient has the meaning given in 2 C.F.R. 200.1.

APPENDIX III: DAVIS-BACON AND RELATED ACTS REQUIREMENTS

1. Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. 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 § 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 paragraph (a)(1)(ii) of 29 C.F.R. .§ 5.1 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.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the

contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of 29 C.F.R. . § 5.5, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Department of Treasury or 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Treasury or the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy

of all payrolls to the recipient. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the recipient, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of 29 C.F.R. § 5.5 for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) 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:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this 29 C.F.R. . § 5.5.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of 29 C.F.R. § 5.5 available for inspection, copying, or transcription by authorized representatives of the recipient, Department of Treasury, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

4. Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training

Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29

C.F.R. 5.5(a)(1) through (10), 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 the contract clauses in 29 C.F.R. 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

APPENDIX IV: CONTRACT CLAUSES REQUIRED FOR CONTRACTS SUBJECT TO THE REQUIREMENTS OF 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 29 C.F.R.§ 5.5(b), 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 29 C.F.R. § 5.5(b), in the sum of $27 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 29 C.F.R. § 5.5(b).

(3) Withholding for unpaid wages and liquidated damages. The Department of Treasury or 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 29 C.F.R. § 5.5(b).

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of 29 C.F.R. § 5.5(b) 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 paragraph 1 through 4 of 29 C.F.R. § 5.5(b).

APPENDIX V: 41 C.F.R. § 60-1.4

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 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 [recipient] 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 [recipient] 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 [recipient] 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 [recipient] 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 [recipient] 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*23.

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

Consideration of a Resolution of award and execution of a Lease with Bolivar Peninsula Chamber of Commerce for an office approximately 400 square feet in size located at the Joe Faggard Building, 1750 S.H. 87, Bolivar, Texas, submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/1/26 1:24 pm
2	Dianna Martinez	Approve	5/1/26 5:50 pm

On this, the 11th day of May 2026, the Commissioners' Court of Galveston County, Texas, convened in a regularly scheduled meeting with the following members thereof present:

Mark A. 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, and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, by Resolution dated January 16, 2026, the Commissioners' Court appointed its Chief Right of Way Agent, Elizabeth Robertson, as Special Commissioner to advertise and receive bids for the execution of a lease with the Chamber of Commerce for the use of an office approximately 400 square feet in size in the Joe Faggard Building located on Bolivar Peninsula for Chamber-related activities; and

Whereas, the report of said Special Commissioner has been this day received by the Commissioner's Court. It appears that all requirements for the execution of the lease have been met, and that the Bolivar Peninsula Chamber of Commerce tendered a bid offering to pay a monthly rental rate of $150.00; and

Whereas, this bid is the highest received by the Special Commissioner.

Be it Therefore Resolved by the Commissioners' Court of Galveston County, Texas, that the bid for the use of the above-described room is hereby awarded to the Bolivar Peninsula Chamber of Commerce and that the County Judge be hereby authorized to execute on behalf of the County of Galveston, Texas, the attached Lease Agreement.

Upon Motion Duly Made and Seconded, the above Resolution was passed this 11th day of May, 2026.

County of Galveston

By: _____
Mark A. Henry,
County Judge

Attest:

_____
Dwight D. Sullivan,
County Clerk

depts\facilities\Bolivar Peninsula Chamber of Commerce Lease 2026

Lease

This Lease is entered into between Galveston County (Lessor) and the Bolivar Peninsula Chamber of Commerce (Lessee), a Texas non-profit Corporation.

For and in consideration of the covenants, conditions, and provisions contained in this instrument, County hereby leases to Lessee an office approximately 400 square feet in size in its Joe Faggard Building located at 1750 S.H. 87, Bolivar Peninsula, Galveston County, Texas 77650.

The term of this lease is for 12 months beginning on the 1st day of January 2026 and ending on the 31st day of December 2026.

Lessee has the option to renew this lease for 4 additional periods of one year each for the same monthly rental and under the same conditions, covenants, and provisions applicable under this lease during the primary term. To exercise the option, Lessee must give written notice of their intention to do so to Lessor not later than 30 days before the expiration of the primary term of the Lease and no later than 30 days prior to the expiration of each renewal term.

As rental for the leased premises, Lessee will pay County the sum of $150 per month beginning June 1, 2026.

County will furnish such utilities and parking to Lessee that it presently affords other occupants of the Building. Lessee will also be permitted to install necessary computer equipment in the County's computer room. Lessee will be responsible for providing their own telephone service and such office supplies (including fax, copier and postage machine) and furnishings it deems desirable or necessary.

Lessee, at its option, may provide such insurance deemed necessary to protect their office contents and personal property. Lessor is under no obligation to provide any insurance coverage on the building or its contents.

The leased premises will be used by Lessee as an office to be used solely for Chamber of Commerce activities.

Lessor reserves the right, should it desire, to use the leased space as a voting location site in all upcoming elections.

Either party may terminate this lease at any time for failure of the other to comply with the covenants, conditions, and provisions of this lease. In addition, either party may terminate this lease by providing the other party with a written notice 30 days before the date of termination.

Executed this **11th** day of **May 2026**.

County of Galveston County

_____
Mark A. Henry
County Judge

ATTEST:

_____
Dwight D. Sullivan
County Clerk

Bolivar Peninsula Chamber of Commerce

_____
Lessee

_____
Print Name and Title

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*24.

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

Consideration of a Resolution of award and execution of a Lease with Bolivar Peninsula AARP Chapter 1591 regarding activities and services to be provided at the Joe Faggard Building located at 1750 SH 87, Bolivar, Texas, submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/1/26 1:26 pm
2	Dianna Martinez	Approve	5/1/26 6:04 pm

On this, the 11th day of May 2026, the Commissioners' Court of Galveston County, Texas, convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3;
Robin Armstrong, MD, Commissioner, Precinct No. 4; and Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, by Resolution dated January 16, 2026, the Commissioners' Court appointed its Chief Right of Way Agent, Elizabeth Robertson as Special Commissioner to advertise and receive bids for the executing of a lease with an AARP Chapter for the use of the Joe Faggard Building with the exception of an office approximately 400 square feet in size located at 1750 S.H. 87 Bolivar Peninsula in Galveston County, Texas; and

Whereas, the report of said Special Commissioner has been this day received by the Commissioner's Court. It appears that all requirements for the execution of the lease have been met, and that Crystal Beach AARP Chapter 1591 tendered a proposal wherein they agreed to offer services and activities to senior citizens living on Bolivar Peninsula; and

Whereas, this proposal is the best received by the Special Commissioner.

Be it Therefore Resolved by the Commissioners' Court of Galveston County, Texas, that the proposal for the use of the above-described space is hereby awarded to Crystal Beach AARP Chapter 1591 and that the County Judge be and he is hereby authorized to execute on behalf of the County of Galveston, Texas, the attached Lease Agreement.

Upon Motion Duly Made and Seconded, the above Resolution was passed this 11th day of May 2026.

County of Galveston

By: _____
Mark Henry,
County Judge

Attest:

_____
Dwight D. Sullivan,
County Clerk

Lease

This Lease is entered into between Galveston County (Lessor) and Bolivar Peninsula AARP Chapter 1591(Lessee).

For and in consideration of the covenants, conditions, and provisions contained in this instrument County hereby leases to AARP the Joe Faggard Building "Facility" (with the exception of an office approximately 400 square feet that is being utilized by the Bolivar Chamber of Commerce) in size located at 1750 S.H. 87, Bolivar Peninsula, Galveston County, Texas 77650.

The term of this lease is for 12 months beginning on the 1st day of January 2026 and ending on the 31st day of December 2026.

Lessee has the option to renew this lease for 4 additional one-year periods for the same consideration and under the same conditions, covenants, and provisions applicable under this lease during the primary term. To exercise the option, Lessee must give written notice of their intention to do so to Lessor not later than 30 days before the expiration of the primary term of the Lease and not later than 30 days before the expiration of each additional renewal period.

Lessee agrees that its President is its only representative who is authorized to communicate with and to coordinate activities concerning the use of the leased premises with the County. County's Authorized Representative for all purposes of this lease is its Parks & Cultural Services Director.

As consideration for the leased premises, Lessee will offer services and activities to senior citizens living on Bolivar Peninsula. Services and activities are described below:

> Monday-Friday from 10:00am-2:00pm at a minimum of three times per week, during peak months (March-October). Acceptable services or activities include, but are not limited to, seminars, fitness classes, arts & crafts, games, lunch/socials, etc. Upon execution of this lease and the commencement of any renewal term, AARP's President will send a recurring calendar of anticipated services and activities (the "Calendar") to the County's Authorized Representative. The AARP President will email the County's Authorized Representative any updates or deviations from the Calendar as they happen. The Calendar will be used by the County to determine when the Facility is available for use by the County and other persons or parties.
>
> At least once a month, AARP will offer field/group trips for senior citizens residing on Bolivar Peninsula. Such trips shall be voted on and determined by a majority vote of the senior citizens who participate in services or activities conducted by AARP at the Facility. AARP agrees that it will seek to partner on such trips with the Galveston County Senior Services division whenever possible. The County agrees that its Transportation Enrichment Program ("TEP") bus can be utilized once per month at no cost, based on availability. Additional trips on the TEP bus will be offered at the in-County rate of $150.00 per trip, in the event that the bus is needed. Trips are limited to Monday-Friday from 8:00am-5:00pm.

County will furnish such utilities and parking at the Facility to Lessee consistent with access that the County presently affords other occupants of the building. Lessee will also be permitted to install necessary computer equipment needed to provide its services and activities in the County's computer room. Lessee will be responsible for providing its own telephone service and such office supplies (including fax, copier and postage machine) and furnishings it deems desirable or necessary. AARP acknowledges that renters of the Facility will have access to such equipment and furnishings located in rentable areas of that building.

AARP at its option may provide such insurance deemed necessary to protect their office contents and personal property. The County is under no obligation to provide any insurance coverage on the building or its contents.

County reserves the right, should it desire, to use all or any portion of the leased premises for such time and such periods it deems necessary for such purposes as:

Rental of the building utilizing the County's adopted Facility Permitting Policy and coordinated through the Parks & Cultural Services Department;

A voting location site in upcoming elections;

Emergency management operations in time of natural or man-made periods of disaster;

Events, meetings, training sessions; and

All other lawful County purposes.

If the County uses the Facility for any of the items listed above, the AARP President and/or members of AARP will not be required to unlock, lock, or clean the building. AARP will lock, unlock and clean the areas of the Facility that AARP uses. The County retains access to the Facility and will work with AARP, County departments and other users the logistics of cleaning the Facility. AARP agrees that it will not monopolize the common areas of the Facility through excessive or unreasonable use. AARP acknowledges and agrees that non-AARP members may utilize the Facility as a public space and agrees that it will not charge a membership or other fee to persons utilizing the Facility as public space.

AARP understands and agrees that the County's right to occupy the Facility as and when necessary is superior to AARP's right to occupy the Facility.

AARP agrees to coordinate with the Elections Division of the Galveston County Clerk during voting periods and will facilitate access to the Facility for voting purposes.

County will attempt to notify AARP at least forty-eight (48) hours in advance of County's intended use of the Facility premises, but failure of County to give such advance notification will not preclude County from occupying the Facility for such periods of time as are deemed necessary by County.

AARP agrees that it will make such space as is necessary for County to exercise the above rights

and rent will not be abated during this period. AARP also agrees that its activities will not interfere with County activities.

The Facility will be used by AARP for senior citizen activities and services. The Facility may not be used for political events, rallies or other bi-partisan events.

County may immediately terminate this lease at any time for lessee's failure to comply with the covenants, conditions, and provisions of this lease. Also, either party may terminate this lease by providing the other party a written notice 30 days prior to the date of termination.

Executed this **11th** day of **May 2026**.

County of Galveston County

_____
Mark A. Henry
County Judge

ATTEST:

_____
Dwight D. Sullivan
County Clerk

Bolivar Peninsula AARP Chapter 1591

_____
President
Lessee

_____
Print Name

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*25.

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

Consideration for authorization for the County Judge to Canvass the State Senate District 4 election from May 2, 2026, submitted by the County Clerk

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/1/26 10:15 am
2	Dianna Martinez	Approve	5/1/26 6:13 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*26.

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

Consideration for authorization for the County Judge to approve the Early Voting and Election Day locations for the Primary Runoff Election May 26, 2026, submitted by the County Clerk

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/1/26 10:18 am
2	Dianna Martinez	Approve	5/1/26 3:50 pm

May 26, 2026 Primary Runoff
Early Voting Locations

May 18th thru May 22nd from 7:00am to 7:00pm

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

Joe Faggard Comm Center
1750 Hwy 87
Crystal Beach, TX 77650

Moody Methodist Church
2803 53rd Street
Galveston, TX 77551

Galveston County MUD 12
2929 Hwy 6 (2nd Floor)
Bayou Vista, TX 77563

Santa Fe ISD Museum
13304 Highway 6
Santa Fe, TX 77510

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

Bayshore Annex (Breakroom)
JP Court, Precinct 1
4500 10th Street
Bacliff, TX 77518

Hometown Heroes Park
1011 E. League City Pkwy
League City, TX 77573

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

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

Greater St. Matthews
6333 Hwy 6
Hitchcock, TX 77563

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

Dickinson Community Ctr
2714 Highway 3
Dickinson, TX 77539

Kemah Comm Center
8010 Harris (Sm Room)
Kemah, TX 77565

League City Annex
174 Calder Rd (Comm Rm)
League City, TX 77573

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

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

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

West County Building
11730 Hwy 6
Santa Fe, TX 77510

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

Bay Colony West HOA
6621 Calder Rd
Dickinson, TX 77539

The Crossings
255 Egret Bay Blvd
League City, TX 77573

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

Friendswood Public Library
416 Morningside
Friendswood, TX77546

May 26, 2026 Primary Runoff
Election Day Locations

May 26th from 7:00am to 7:00pm

Joe Faggard Com Center
1750 Hwy 87
Crystal Beach, TX 77650

Moody Methodist Church
2803 53rd Street
Galveston, TX 77551

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

La Marque Fire Station
5715 Texas Ave
La Marque, TX 77568

Santa Fe ISD Museum
13304 Highway 6
Santa Fe, TX 77510

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

Bayshore Annex (Breakroom)
JP Court, Precinct 1
4500 10th Street
Bacliff, TX 77518

Hometown Heroes Park
1011 E. League City Pkwy
League City, TX 77573

San Leon Fire
337 12th St.
San Leon, TX 77539

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

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

Greater St. Matthews
6333 Hwy 6
Hitchcock, TX 77563

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

Dickinson Community Ctr
2714 Highway 3
Dickinson, TX 77539

Dickinson City Hall
4403 Highway 3 (Room 3)
Dickinson, TX 77539

Kemah Comm Center
8010 Harris (Sm Room)
Kemah, TX 77565

League City Annex
174 Calder Rd (Comm Rm)
League City, TX 77573

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

Friendswood Public Library
416 Morningside
Friendswood, TX 77546

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

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

West County Building
11730 Hwy 6
Santa Fe, TX 77510

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

Galveston County Records and Elections
10000 Emmett F. Lowry Expressway
#1152
Texas City, TX 77591

Bay Colony West HOA
6621 Calder Rd
Dickinson, TX 77539

The Crossings
255 Egret Bay Blvd
League City, TX 77573

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

Hope Lutheran
1804 S. Friendswood Dr.
Friendswood, TX 77546

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*27.

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

Consideration for authorization to extend the contract for RFP #B242013, Employee Support Program submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 2:47 pm

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: RFP #B242013, Employee Support Program
Contract #CM24153

Gentlemen,

The contract associated with RFP #B242013, Employee Support Program, is scheduled for its second extension on July, 2026. The contracted vendor for this service is Market Place Ministries dba Market Place Chaplains USA.

No amendments to the contract have been requested at this time.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
Galveston County

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

Monday, April 13, 2026

MARKETPLACE MINISTRIES
DBA MARKETPLACE CHAPLAINS USA
2001 W. PLANO PARKWAY STE 3200
PLANO, TX 75075

Sent via email to: jeanetterobert@mchapusa.com

Subject: Award Term Notice of Renewal
RE: Contract # CM24153/ Bid # B242013
Employee Support Services

Good day,

Pursuant to **Contract No. CM24153, Section 6 – Initial Term and Options to Renew**, this letter serves as your official **Notice of Renewal**. The County of Galveston hereby confirms that your agreement has been automatically renewed for one (1) successive one-year term under the same terms, conditions, and pricing provisions.

The revised contract expiration date is now **July 07, 2027.**

Should you have any questions or require clarification regarding this renewal, please contact **Ms. Elmi Perez** at Elmi.Perez@galvestoncountytx.gov.

We value your continued partnership and look forward to another year of productive collaboration in service to Galveston County.

With best regards,

Francisco Rodriguez
Purchasing Agent
County of Galveston

Marketplace Ministries dba Marketplace Chaplains USA acknowledges receipt of the above-referenced Renewal under the same terms and conditions.

Jason Burns
Signature of Authorized Officer or Agent

Chief Growth Officer
Title

Jason Burns
Name

4/14/2026
Date

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*28.

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

Consideration for authorization to extend the contract for RFP #B222024, Debris Monitoring & Recovery Services submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 4:42 pm

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: RFP #B222024, Debris Monitoring & Recovery Services
Contract #CM21573

Gentlemen,

The contract associated with RFP #B222024, Debris Monitoring and Recovery Services is scheduled for its second extension on August 22, 2026. The contracted vendor for this service is Thompson Consulting Services, Inc.

No amendments to the contract have been requested at this time.

It is requested that the extension be authorized.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
County of Galveston

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

Monday, April 13, 2026

THOMPSON CONSULTING SERVICES LLC
2601 MAITLAND CENTER PKWY
MAITLAND, FL 32751

Sent via email to: jhoyle@thompsoncs.net

Subject: Award Term Notice of Renewal
RE: Contract # CM21573/ Bid # B222024
Debris Monitoring And Recovery Services - Thompson

Dear Ms. Hoyle,

Pursuant to **Contract No. CM21573, Section 6 – Initial Term and Options to Renew**, this letter serves as your official **Notice of Renewal**. The County of Galveston hereby confirms that your agreement has been automatically renewed for one (1) successive one-year term under the same terms, conditions, and pricing provisions.

The revised contract expiration date is now **August 21, 2027.**

Should you have any questions or require clarification regarding this renewal, please contact **Ms. Elmi Perez** at Elmi.Perez@galvestoncountytx.gov.

We value your continued partnership and look forward to another year of productive collaboration in service to Galveston County.

With best regards,

Francisco Rodriguez
Purchasing Agent
County of Galveston

Thompson Consulting Services LLC acknowledges receipt of the above-referenced Renewal under the same terms and conditions.

Jon Hoyle (Apr 20, 2026 10:59:48 EDT)
Signature of Authorized Officer or Agent

President
Title

Jon Hoyle
Name

04/20/2026
Date

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*29.

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

Consideration for authorization to extend the contract for ITB 25-056 Malathion Insecticide submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 4:24 pm

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 25-056, Malathion Insecticide
Contract #CM227388

Gentlemen,

The contract associated with ITB 25-056, Malathion Insecticide, is scheduled for its first extension on October 13, 2026. The contracted vendor for this service is ES OPCO USA, LLC dba Veseris.

The Director of the Mosquito Control Department has approved a price increase requested by the vendor.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
Galveston County

Dickey, Tammy

From: Wilson, Ashley
Sent: Friday, April 17, 2026 12:11 PM
To: Benitez Perez, Elmi
Cc: Billiot, Haley
Subject: RE: [EXTERNAL]RE: Contract Renewal – 24-007 / 25-046 / 25-048

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Elmi,

Everything looks fine on my end. Increases are as expected.

Thank you.

Ashley Wilson
Director
Entomologist
5115 Hwy 3
Dickinson TX 77539
281-337-4289

ashley.wilson@co.galveston.tx.us

From: Benitez Perez, Elmi <Elmi.Perez@galvestoncountytx.gov>
Sent: Friday, April 17, 2026 9:32 AM
To: Wilson, Ashley <Ashley.Wilson@co.galveston.tx.us>
Cc: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Subject: FW: [EXTERNAL]RE: Contract Renewal – 24-007 / 25-046 / 25-048

Good morning Ashley,

Please see the attached signed renewals, including price amendments and supporting justification documents. Kindly advise on how you would like to proceed.

Thank You,

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

Monday, April 13, 2026

ES OPCO USA LLC dba VESERIS
10800 PECAN PARK BLVD #300
AUSTIN, TX 78750

Sent via email to: keith.haas@univarsolutions.com

Subject: Award Term Notice of Renewal
RE: Contract # 227388/ Bid # 25-056
Malathion Insecticide

Dear Sir,

Pursuant to **Contract No. 227388, Section 6 – Initial Term and Options to Renew**, this letter serves as your official **Notice of Renewal**. The County of Galveston hereby confirms that your agreement has been automatically renewed for one (1) successive one-year term under the same terms, conditions, and pricing provisions.

The revised contract expiration date is now **October 12, 2027.**

Should you have any questions or require clarification regarding this renewal, please contact **Ms. Elmi Perez** at Elmi.Perez@galvestoncountytx.gov.

We value your continued partnership and look forward to another year of productive collaboration in service to Galveston County.

With best regards,

Francisco Rodriguez
Purchasing Agent
County of Galveston

ES OPCO USA LLC dba Veseris acknowledges receipt of the above-referenced Renewal under the same terms and conditions.

Keith L Haas
Signature of Authorized Officer or Agent

Public Health Specialist
Title

Keith L. Haas
Name

17 April 2026
Date

**** Accepted with approval of attached price amendments .

VESERIS™

Elmi Perez
722 Moody, 5th Floor
Galveston, TX 77550

Date: 17 April 2026

Subject: ITB 25-056

Amendment: Contract # 227388/ Bid 25-056 Malathion Insecticide.

Dear Purchasing Department,

The manufacturer of Malathion, ENVU has imposed a price increase as world economic factors have increased supply chain cost. The proposed 2026 price increase:

Fyfanon ULV (Malathion)	Bulk quantities	$70.89 per gallon

Please accept this pricing amendment.

Sincerely,

Keith L Haas

Keith L. Haas
Veseris
Public Health Specialist

Keith L. Haas | 713-203-0436 | keith.haas@veseris.com | veseris.com

FAQ: Managing the Impact of Global Cost Increases:

This FAQ provides an overview of the current cost environment affecting Envu and our industry, what Envu is doing in response, and how these changes may impact customers.

1)Why is Envu communicating about cost increases now?

The current economic environment is escalating quickly. Ongoing conflict in the Middle East is driving significant increases in global fuel, logistics, and key input costs, with ripple effects across manufacturing and supply chains worldwide. These pressures are being felt broadly across our industry, and Envu is no exception.

2) What cost pressures is Envu seeing?

The current situation is creating material cost pressure across several areas critical to our ability to serve customers, including:

- **Fuel and logistics costs** have increased substantially, impacting both inbound materials and outbound deliveries, and impacting Envu ability to manage these costs:
    - US: National diesel average is $5.38/gal, up 51.4% over a year ago.
    - Canada: National diesel average is $2.31 CAD/liter, up 53% over a year ago.
    - Air freight necessary due to shipping constraints have increased significantly with jet fuel up 80% versus a year ago.
    - The impact of shipping has caused significant increases in shipping costs, due to premiums and insurance adders
- **Basic raw material and input costs** continue to rise, affecting manufacturing and packaging:
    - Initial increases in solvents and other oil-related derivatives have been received, and these increases have expanded freight, plastics, and other ancillary cost areas.
    - Some intermediates have increased 10%+ over the past month
    - Plastic materials, including bottles and caps are experiencing double digit increases.
    - Numerous actives are now seeing escalating prices, with 5%-30% increases being proposed.

Envu and the Envu logo are trademarks owned by Environmental Science U.S. LLC or one of its affiliates.

3) What is Envu doing?

Envu has taken extensive actions to mitigate these impacts and ensure continuity of supply and service to our customers, including:

- Optimizing inventory positions and logistics routes
- Absorbing costs where possible through operational efficiencies
- Closely monitoring supplier, commodity, and freight markets

4) What is Envu's commitment during this period?

We understand that rising costs create challenges for customers as well. This decision was not taken lightly, and Envu remains committed to:

- **Transparency** in how and why decisions are made
- **Ongoing communication** as conditions evolve

Envu and the Envu logo are trademarks owned by Environmental Science U.S. LLC or one of its affiliates.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*30.

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

Consideration for authorization to extend the contract for ITB 25-048 Altosid Liquid Larvicide 5% & 20% submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 5:24 pm

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 25-048, Altosid Liquid Larvicide 5% & 20%
Contract #219596

Gentlemen,

The contract associated with ITB 25-048, Altosid Liquid Larvicide 5% & 20%, is scheduled for its first extension on August 8, 2026. The contracted vendor for this service is ES OPCO USA, LLC dba Veseris.

The Director of the Mosquito Control Department has approved a price increase requested by the vendor.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
Galveston County

Dickey, Tammy

From: Wilson, Ashley
Sent: Friday, April 17, 2026 12:11 PM
To: Benitez Perez, Elmi
Cc: Billiot, Haley
Subject: RE: [EXTERNAL]RE: Contract Renewal – 24-007 / 25-046 / 25-048

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Elmi,

Everything looks fine on my end. Increases are as expected.

Thank you.

Ashley Wilson
Director
Entomologist
5115 Hwy 3
Dickinson TX 77539
281-337-4289

ashley.wilson@co.galveston.tx.us

From: Benitez Perez, Elmi <Elmi.Perez@galvestoncountytx.gov>
Sent: Friday, April 17, 2026 9:32 AM
To: Wilson, Ashley <Ashley.Wilson@co.galveston.tx.us>
Cc: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Subject: FW: [EXTERNAL]RE: Contract Renewal – 24-007 / 25-046 / 25-048

Good morning Ashley,

Please see the attached signed renewals, including price amendments and supporting justification documents. Kindly advise on how you would like to proceed.

Thank You,

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

Monday, April 13, 2026

ES OPCO USA LLC dba VESERIS
10800 PECAN PARK BLVD #300
AUSTIN, TX 78750

Sent via email to: keith.haas@univarsolutions.com

Subject: Award Term Notice of Renewal
RE: Contract # 219596/ Bid # 25-048
Altosid Liquid Larvicide 5% and 20%

Dear Sir,

Pursuant to **Contract No. 219596, Section 6 – Initial Term and Options to Renew**, this letter serves as your official **Notice of Renewal**. The County of Galveston hereby confirms that your agreement has been automatically renewed for one (1) successive one-year term under the same terms, conditions, and pricing provisions.

The revised contract expiration date is now **August 7, 2027.**

Should you have any questions or require clarification regarding this renewal, please contact **Ms. Elmi Perez** at Elmi.Perez@galvestoncountytx.gov.

We value your continued partnership and look forward to another year of productive collaboration in service to Galveston County.

With best regards,

Francisco Rodriguez
Purchasing Agent
County of Galveston

ES OPCO USA LLC dba Veseris acknowledges receipt of the above-referenced Renewal under the same terms and conditions.

Keith L Haas
Signature of Authorized Officer or Agent

Public Health Specialist
Title

Keith L. Haas
Name

17 April 2026
Date

** Accepted with approval of attached price amendment.

VESERIS™

Elmi Perez
722 Moody, 5th Floor
Galveston, TX 77550

Date: 17 April 2026

Subject: ITB 25-048

Amendment: Agency Pricing for Altosid Liquid Larvicide 5% and 20%

Dear Purchasing Department,

Both Altosid Liquid Larvicide 5% and 20% are agency priced. The 2026 agency prices are as follows:

Altosid Liquid Larvicide 5%	4X1-gallon case	$1,243.00
Altosid Liquid Larvicide 20%	2X2.5-gallon case	$5,533.00

Please accept this proposed pricing amendment.

Sincerely,

Keith L Haas

Keith L. Haas
Veseris
Public Health Specialist

Keith L. Haas | 713-203-0436 | keith.haas@veseris.com | veseris.com

FAQ: Managing the Impact of Global Cost Increases:

This FAQ provides an overview of the current cost environment affecting Envu and our industry, what Envu is doing in response, and how these changes may impact customers.

1)Why is Envu communicating about cost increases now?

The current economic environment is escalating quickly. Ongoing conflict in the Middle East is driving significant increases in global fuel, logistics, and key input costs, with ripple effects across manufacturing and supply chains worldwide. These pressures are being felt broadly across our industry, and Envu is no exception.

2) What cost pressures is Envu seeing?

The current situation is creating material cost pressure across several areas critical to our ability to serve customers, including:

- **Fuel and logistics costs** have increased substantially, impacting both inbound materials and outbound deliveries, and impacting Envu ability to manage these costs:
    - US: National diesel average is $5.38/gal, up 51.4% over a year ago.
    - Canada: National diesel average is $2.31 CAD/liter, up 53% over a year ago.
    - Air freight necessary due to shipping constraints have increased significantly with jet fuel up 80% versus a year ago.
    - The impact of shipping has caused significant increases in shipping costs, due to premiums and insurance adders
- **Basic raw material and input costs** continue to rise, affecting manufacturing and packaging:
    - Initial increases in solvents and other oil-related derivatives have been received, and these increases have expanded freight, plastics, and other ancillary cost areas.
    - Some intermediates have increased 10%+ over the past month
    - Plastic materials, including bottles and caps are experiencing double digit increases.
    - Numerous actives are now seeing escalating prices, with 5%-30% increases being proposed.

Envu and the Envu logo are trademarks owned by Environmental Science U.S. LLC or one of its affiliates.

3) What is Envu doing?

Envu has taken extensive actions to mitigate these impacts and ensure continuity of supply and service to our customers, including:

- Optimizing inventory positions and logistics routes
- Absorbing costs where possible through operational efficiencies
- Closely monitoring supplier, commodity, and freight markets

4) What is Envu's commitment during this period?

We understand that rising costs create challenges for customers as well. This decision was not taken lightly, and Envu remains committed to:

- **Transparency** in how and why decisions are made
- **Ongoing communication** as conditions evolve

Envu and the Envu logo are trademarks owned by Environmental Science U.S. LLC or one of its affiliates.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*31.

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

Consideration for authorization to extend the contract for ITB 24-007, Altosid Pellets (IGR) submitted by the Purchasing Agent

Approval History

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

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 24-007, Altosid Pellets (IGR)
Contract #CM2423

Gentlemen,

The contract associated with ITB 24-007, Altosid Pellets (IGR), is scheduled for its first extension on May 12, 2026. The contracted vendor for this service is ES OPCO USA, LLC dba Veseris.

The Director of the Mosquito Control Department has approved a price increase requested by the vendor.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
Galveston County

Dickey, Tammy

From: Wilson, Ashley
Sent: Friday, April 17, 2026 12:11 PM
To: Benitez Perez, Elmi
Cc: Billiot, Haley
Subject: RE: [EXTERNAL]RE: Contract Renewal – 24-007 / 25-046 / 25-048

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Elmi,

Everything looks fine on my end. Increases are as expected.

Thank you.

Ashley Wilson
Director
Entomologist
5115 Hwy 3
Dickinson TX 77539
281-337-4289

ashley.wilson@co.galveston.tx.us

From: Benitez Perez, Elmi <Elmi.Perez@galvestoncountytx.gov>
Sent: Friday, April 17, 2026 9:32 AM
To: Wilson, Ashley <Ashley.Wilson@co.galveston.tx.us>
Cc: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Subject: FW: [EXTERNAL]RE: Contract Renewal – 24-007 / 25-046 / 25-048

Good morning Ashley,

Please see the attached signed renewals, including price amendments and supporting justification documents. Kindly advise on how you would like to proceed.

Thank You,

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

Monday, April 13, 2026

ES OPCO USA LLC dba VESERIS
10800 PECAN PARK BLVD #300
AUSTIN, TX 78750

Sent via email to: keith.haas@univarsolutions.com

Subject: Award Term Notice of Renewal
RE: Contract # CM24243/ Bid # 24-007
Altosid Pellets (igr)

Dear Sir,

Pursuant to **Contract No. CM24243, Section 6 – Initial Term and Options to Renew**, this letter serves as your official **Notice of Renewal**. The County of Galveston hereby confirms that your agreement has been automatically renewed for one (1) successive one-year term under the same terms, conditions, and pricing provisions.

The revised contract expiration date is now **May 11, 2027.**

Should you have any questions or require clarification regarding this renewal, please contact **Ms. Elmi Perez** at Elmi.Perez@galvestoncountytx.gov.

We value your continued partnership and look forward to another year of productive collaboration in service to Galveston County.

With best regards,

Francisco Rodriguez
Purchasing Agent
County of Galveston

ES OPCO USA LLC dba Veseris acknowledges receipt of the above-referenced Renewal under the same terms and conditions.

Keith L Haas
Signature of Authorized Officer or Agent

Public Health Specialist
Title

Keith L. Haas
Name

17 April 2026
Date

*** Accepted with approval of price amendments.

VESERIS™

Elmi Perez
722 Moody, 5th Floor
Galveston, TX 77550

Date: 17 April 2026

Subject: ITB 24-007

Amendment: Agency Pricing for Altosid Pellets (IGR).

Dear Purchasing Department,

Both Altosid Liquid Larvicide 5% and 20% are agency priced. The 2026 agency prices are as follows:

Altosid Pellets (IGR)	2X 22-pound case	$1,331.00
	Per pound $	$30.25 per pound

Please accept this proposed pricing amendment.

Sincerely,

Keith L Haas

Keith L. Haas
Veseris
Public Health Specialist

Wellmark International d.b.a.

CENTRAL LIFE SCIENCES

EXHIBIT B

WELLMARK INTERNATIONAL AGENCY AGREEMENT SALES PRICE

Territory: The United States of America – 50 states

2026 ALTOSID®, DUPLEX™-G, STRIKE®, ZENIVEX®

(End Use) Agency Agreement Price List

Effective January 1, 2026

PRODUCT #	PRODUCT DESCRIPTION		MAXIMUM PALLET CONFIGURATION	CASE/BAG PRICE
100508842	ALTOSID® XR Briquets cork shape	220/case	48 cases	$893.20
100508841	ALTOSID® XR Briquet (Slim) Ingot	220/case	48 cases	$893.20
100508846	ALTOSID® XR Briquet (Slim) Ingot NY Label	220/case	48 cases	$893.20
37060F	ALTOSID® 30 Day Briquets	400/case	162 cases	$572.00
37230F	ALTOSID® SR-20	2x2.5 gallon/case	33 cases	$5,533.00
37240E	ALTOSID® A.L.L. SR-5	4x1 gallon/case	27 cases	$1,243.00
37730D	ALTOSID® Pellets	2/22lb/case	36 cases	$1,331.00
38540	ALTOSID® WSP Pellets	7.0-gram pouch (50 X 16) case	40 cases	$824.00
100531822 100531823 100548925	ALTOSID® P35 ALTOSID® P35 ALTOSID® P35	40lb bag 2,000lb tote 1,000lb bulk bag	40 bags One 1 bag	$834.00 $41,700.00 $20,850.00
37330 38880	ALTOSID® XR-G ALTOSID® XR-G	40lb bag 1,000lb bulk bag	40 bags 1 bag	$424.00 $10,600.00
100541067 100541068	ALTOSID® XR-G ULTRA ALTOSID® XR-G ULTRA	40lb bag 1,000lb bulk bag	40 bags 1 bag	$552.00 $13,800.00
100518214 100518222	ALTOSID® SBG II ALTOSID® SBG II	40lb bag 1,000lb bulk bag	40 bags 1 bag	$154.00 $3,850.00
100528485 100528486	DUPLEX™-G DUPLEX™-G	40lb bag 2,000lb tote	40 bags One	$676.00 $33,800.00
100538054 37630 37720B	STRIKE® Liquid (20%) STRIKE® Ultra Liquid (33.6%) STRIKE® Pellets	4x1 gallon/case 4x1 liter/case 2x22lb case	48 cases 140 cases 36 cases	$5,503.00 $1,764.00 $1,683.00
100503887 100502022 100502023 100511617	ZENIVEX® E20% ZENIVEX® E20% ZENIVEX® E20% ZENIVEX® E20%	2x2.5 gallon/case 30 gallon drum 275 gallon tote 120 gallon mini-tote	33 cases 5 drums One One	$1,765.00 $10,374.00 $89,430.00 $39,060.00
100503070 100503072 100503073	ZENIVEX® E4% ZENIVEX® E4% ZENIVEX® E4%	2x2.5 gallon/case 30 gallon drum 275 gallon tote	33 cases 5 drums One	$490.70 $2,851.20 $24,340.25
100525232	AQUA ZENIVEX® E20%	30 gallon drum	5 drums	$10.695.00

1. **Freight prepaid and allowed on all direct ship orders to end-use customers when ($7,500 and greater)**
2. **Freight prepaid and allowed on all consignment stock transfer orders to approved agent warehouse locations when ($3,000 and greater)**
3. **Central Life Sciences billing to Agent payment terms – Net 45 days for all direct ship orders**
4. **Central Life Sciences billing to Agent payment terms – Net 30 days for all consignment sales reporting**
5. **Returns require authorization approval from Central Life Sciences or subject to a 20% restocking charge**

U.S. Price List: WELLMARK INTERNATIONAL RESERVES THE RIGHT TO CHANGE ABOVE PRICES AT ANY TIME WITHOUT NOTICE.

Terms: Agent billings to end-use customers -- Net 30 days
(Agent invoice terms on all sales to purchasers unless all suppliers are required to offer specific alternate terms.)

Invoice Commentary:
ALL AGENT INVOICING TO PURCHASERS MUST INCLUDE THE FOLLOWING STATEMENT:
"Altosid" sold herein is under Agency Agreement and is for the Account of Wellmark. Agent is authorized to invoice and collect under the terms of the agency contract. Only upon written direction from Wellmark or Agent, are the amounts due under this invoice payable to Wellmark".

FAQ: Managing the Impact of Global Cost Increases:

This FAQ provides an overview of the current cost environment affecting Envu and our industry, what Envu is doing in response, and how these changes may impact customers.

1)Why is Envu communicating about cost increases now?

The current economic environment is escalating quickly. Ongoing conflict in the Middle East is driving significant increases in global fuel, logistics, and key input costs, with ripple effects across manufacturing and supply chains worldwide. These pressures are being felt broadly across our industry, and Envu is no exception.

2) What cost pressures is Envu seeing?

The current situation is creating material cost pressure across several areas critical to our ability to serve customers, including:

- **Fuel and logistics costs** have increased substantially, impacting both inbound materials and outbound deliveries, and impacting Envu ability to manage these costs:
  - US: National diesel average is $5.38/gal, up 51.4% over a year ago.
  - Canada: National diesel average is $2.31 CAD/liter, up 53% over a year ago.
  - Air freight necessary due to shipping constraints have increased significantly with jet fuel up 80% versus a year ago.
  - The impact of shipping has caused significant increases in shipping costs, due to premiums and insurance adders
- **Basic raw material and input costs** continue to rise, affecting manufacturing and packaging:
  - Initial increases in solvents and other oil-related derivatives have been received, and these increases have expanded freight, plastics, and other ancillary cost areas.
  - Some intermediates have increased 10%+ over the past month
  - Plastic materials, including bottles and caps are experiencing double digit increases.
  - Numerous actives are now seeing escalating prices, with 5%-30% increases being proposed.

Envu and the Envu logo are trademarks owned by Environmental Science U.S. LLC or one of its affiliates.

3) What is Envu doing?

Envu has taken extensive actions to mitigate these impacts and ensure continuity of supply and service to our customers, including:

- Optimizing inventory positions and logistics routes
- Absorbing costs where possible through operational efficiencies
- Closely monitoring supplier, commodity, and freight markets

4) What is Envu's commitment during this period?

We understand that rising costs create challenges for customers as well. This decision was not taken lightly, and Envu remains committed to:

- **Transparency** in how and why decisions are made
- **Ongoing communication** as conditions evolve

Envu and the Envu logo are trademarks owned by Environmental Science U.S. LLC or one of its affiliates.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*32.

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

Consideration for authorization to extend the contract for RFP 24-011 Nuisance Abatement Services submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 6:12 pm

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: RFP 24-011, Nuisance Abatement Services
Contract #CM24264

Gentlemen,

The contract associated with RFP 24-011, Nuisance Abatement Services, is scheduled for its second extension on August 30, 2026. The contracted vendor is JTB Services, Inc.

No amendments to the contracts have been requested at this time.

It is requested that you authorize an extension on these contracts.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
County of Galveston

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

Friday, April 24, 2026

JTB SERVICES INC
9026 LAMBRIGHT
HOUSTON, TX 77075

Sent via email to: gdugat@jtb-tos.com

Subject: Award Term Notice of Renewal
RE: Contract # CM24264 / Bid # 24-011 - Nuisance Abatement Services

Dear Sir or Ma'am,

Pursuant to **Contract No. CM24264, Section 6 – Initial Term and Options to Renew**, this letter serves as your official Notice of Renewal. The County of Galveston hereby confirms that your agreement has been automatically renewed for one (1) successive one-year term under the same terms, conditions, and pricing provisions.

The revised contract expiration date is now **August 29, 2027.**

Should you have any questions or require clarification regarding this renewal, please contact **Ms. Ashley Clark** at Ashley.Clark@galvestoncountytx.gov .

We value your continued partnership and look forward to another year of productive collaboration in service to Galveston County.

With best regards,

Francisco Rodriguez
Purchasing Agent
County of Galveston

JTB SERVICES INC, Acknowledges receipt of the above-referenced Renewal under the same terms and conditions.

Signature of Authorized Officer or Agent

President
Title

Brian Bulger
Name

04-27-2026
Date

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*33.

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

Consideration for authorization to grant a sole source exemption to purchase a Rook Tactical Vehicle on behalf of the Galveston County Sheriff's Office submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/4/26 12:53 pm

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: Request for Sole Source Exemption — Purchasing Department

Gentlemen,

The Purchasing Department respectfully requests that the Commissioners' Court approve a sole source exemption pursuant to Texas Local Government Code §262.024(a)(7)(A), which permits the exemption from competitive bidding for items available from only one source due to the existence of patents, copyrights, secret processes, or monopolies.

This exemption is requested for the following purchase:

- **Rook Tactical Vehicle** — Ring Power Corporation

Your favorable consideration of this request is appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
Galveston County

500 World Commerce Parkway
Saint Augustine, FL 32092
(904) 494-7464

April 8, 2026

Capt. Tommy Maffei
Galveston County Sheriff's Office
601 54th St.
Galveston, TX 77551

Dear Sirs:

This letter is to inform you that Ring Power Corporation, a Florida Corporation, with principal Place of business at 500 World Commerce Parkway, St. Augustine, Florida 32092 is the sole source, manufacturer, and distributor for the ROOK tactical solutions armored vehicle and its attachments.

If you have any questions or need further information, I may be reached at (904) 494-1139.

Regards,

Kevin Robbins
EVP

KR/JR

ORDER GRANTING DISCRETIONARY EXEMPTIONS

On this, the 11th day of May 2026, the **Commissioners' Court of Galveston County, Texas,** convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge
Darrell A. Apffel, Commissioner, Precinct No. 1
Joe Giusti, Commissioner, Precinct No. 2
Hank Dugie, Commissioner, Precinct No. 3
Robin Armstrong, MD, Commissioner, Precinct No. 4; and
Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, Section 262.024, Local Government Code, allows a contract for the purchase of items and an exemption from the requirement established by Section 262.023 if the commissioners court, by order, grants the exemption; and

WHEREAS, the Commissioners Court of Galveston County, Texas, wishes to authorize a discretionary exemption under Local Government Code Section 262.024 (a)(7)(A) for an item that can be obtained from only one source. ROOK tactical solutions armored vehicle and its attachments from Ring Power Corporation.

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS THAT:

1. The Commissioners Court of Galveston County, Texas, approves and authorizes a discretionary exemption under Local Government Code Section 262.024 (a)(7)(A) for an item that can be obtained from only one source; and

2. A copy of this Order shall be maintained in the Purchasing Department.

Upon Motion Duly Made and Seconded, the above **Order** was passed on this 11th day of May 2026.

Attest:

Dwight D. Sullivan, County Clerk

County of Galveston, Texas
By:

Mark A. Henry, County Judge

Darrell A. Apffel, Comm., Pct. #1

Hank Dugie, Comm., Pct. #3

Joe Giusti, Comm., Pct. #2

Robin Armstrong, MD, Comm., Pct. #4

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*34.

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	5/1/26 6:42 pm

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: **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: Wednesday, April 29, 2026 8:20 AM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 5/11/2026: 172111 - Fleet surplus 20260511
Attachments: FLEET VEHICLES 20260511 .pdf

Good afternoon,

Could we please place the following assets on the next available commissioners court appropriate removal as surplus: **(172111 - Fleet surplus 20260316.pdf):**

#	FAID	Unit	VIN	Desc	Notes
1	30471	C5918	3FRXF7FD9AV254317	2010 Ford F750 Dump Truck	125,472 mileage / clutch needs replacement / bed does not raise fully / peeling clearcoat / cracked hood & grill / tool box door missing
2	30488	C5028	1FTFW1CV4AFB13504	2010 Ford F150 Crewcab	1730,022 mileage / check engine light on / would not start 9/10/2025 / transmission slips occassionally / peeling clearcoat / poor tires
3	30840	C5115	1FTFW1CF3BKD38403	2011 Ford F150	144,256 mileage / major rear bumper damage / driver's seat torn
4	32022	C3502	1FTEW1CF6FFC31047	2015 Ford F150 CREW CAB 4X2	125,741 mileage / check engine light on /
5	32209	C3739	1GNLCDEC9HR234893	2017 Chevrolet Tahoe	100,009 mileage / good tire condition /
6	32371	C3815	1GNLCDEC9JR333476	2018 Chevrolet Tahoe PPV 2x4	158,588 mileage / Fair tire condition /
7	32377	C3806	1GNLCDEC6JR330101	2018 Chevrolet Tahoe PPV 2x4	99,397 mileage / good tire condition
8	32628	C3991	1GNLCDEC7KR299264	2019 Chevrolet Tahoe PPV 2x4	113,957 mileage / no tread on tires /
9	32769	C3007	1GNLCDEC0LR244009	2020 Chevrolet Tahoe 2WD	137,836 mileage / asset replaced /

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

#	FAID	Unit	VIN	Desc	Notes
1	30471	C5918	3FRXF7FD9AV254317	2010 Ford F750 Dump Truck	125,472 mileage / clutch needs replacement / bed does not raise fully / peeling clearcoat / cracked hood & grill / tool box door missing
2	30488	C5028	1FTFW1CV4AFB13504	2010 Ford F150 Crewcab	1730,022 mileage / check engine light on / would not start 9/10/2025 / transmission slips occassionally / peeling clearcoat / poor tires
3	30840	C5115	1FTFW1CF3BKD38403	2011 Ford F150	144,256 mileage / major rear bumper damage / driver's seat torn
4	32022	C3502	1FTEW1CF6FFC31047	2015 Ford F150 CREW CAB 4X2	125,741 mileage / check engine light on /
5	32209	C3739	1GNLCDEC9HR234893	2017 Chevrolet Tahoe	100,009 mileage / good tire condition /
6	32371	C3815	1GNLCDEC9JR333476	2018 Chevrolet Tahoe PPV 2x4	158,588 mileage / Fair tire condition /
7	32377	C3806	1GNLCDEC6JR330101	2018 Chevrolet Tahoe PPV 2x4	99,397 mileage / good tire condition
8	32628	C3991	1GNLCDEC7KR299264	2019 Chevrolet Tahoe PPV 2x4	113,957 mileage / no tread on tires /
9	32769	C3007	1GNLCDEC0LR244009	2020 Chevrolet Tahoe 2WD	137,836 mileage / asset replaced /

ASSET DISPOSAL REPORT

DATE: 4/23/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ **Auction** _____ Date
- ☐ **Theft** _____ Date (Attach the Law Enforcement Agency Theft Report)
- ☐ **Destroyed by**
  - ☐ Natural Disaster _____ Date
  - ☐ Traffic Accident _____ Date
- ☐ **Trade-In** _____ Date
- ☐ **Donated** _____ Date Agency receiving donation: _____

Disposal of: 30471 2010 FORD F750 DUMPTRUCK
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 3FRXF7FD9AV254317

From: 172111 FLEET MGMT Location: 2875 NICHOLAS AVE DICKINSON
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 4/23/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [signature] ELIZABETH BRYANT 172111/FLEET MGMT

Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid:

Disposal of FAID No: 30471 Description: 2010 FORD F750 DUMPTRUCK

Unit # C5918 Serial/VIN: 3FRXF7FD9AV254317 Mileage: 125472

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year.

What type of damaged resulted from wreck?

List any engine issues:

List any transmission issues:

List any fluid leaks (oil, fuel, radiator, transmission, etc.)

Are all tires road-worthy? ____ Yes ____ No If No, please explain:

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other: PLEASE REFERENCE FINAL INSPECTION REPORT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Edward [signature]
Fixed Asset Property Manager

Form No. FA-06

ASSET TRANSFER REQUEST

Date: 5/15/2025

To: Purchasing Department, Fixed Asset Property Manager

Transferor: (Authorized Asset Custodian Signature) Lee Crowder (Print Name) Department / Division: 296100/Flood Control

Receiver: (Authorized Asset Custodian Signature) Elizabeth Bryant (Print Name) Department / Division: 172111/Fleet Mgmt

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 30471 (FAID#, last 5 digits) Unit # C5918 Description 2010 Ford Dump Truck SerialVIN 54317 (last 5 digits)

From 296100/Flood Control (Department/Division Name) Location Dickinson/2875 Nichols-Dksn Fleet Lot (Building, Floor, Suite or Room No)

To 172111/Fleet Mgmt (Department/Division Name) Location Dickinson/2875 Nichols-Dksn Fleet Lot (Building, Floor, Suite or Room No)

Reason for Transfer Replaced in FY2025 budget,

Transfer 31743 (FAID#, last 5 digits) Unit # C5310 Description 2013 Ford Dump Truck SerialVIN 56708 (last 5 digits)

From 296100/Flood Control (Department/Division Name) Location Dickinson/Road & Bridge 5115 Hwy 3 (Building, Floor, Suite or Room No)

To 72111/Fleet Mgmt (Department/Division Name) Location Dickinson/2875 Nichols-Dksn Fleet Lot (Building, Floor, Suite or Room No)

Reason for Transfer Replaced in FY2025 budget,

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Edward J
Fixed Asset Property Manager

w:/Fixed Assets/FA Forms/FA-02,Transfer
revised 10/05/2020

Heavy Truck Inspection Form

Inventory ID: C5918 **Asset Number:** 30471 **Fair Market Value:**

Short Description:
Year 2010 Manufacturer FORD Model F750 DUMP TRUCK

VIN: 3 F R X F 7 F D 9 A V 2 5 4 3 1 7 Title Restriction: ☐ Y ☐ N

Mileage/Odometer: 1 2 5 4 3 5 Odometer Accurate ☑ Y ☐ N:

Long Description: Primary Use for Vehicle: DUMP TRUCK GVW: 33,000#

This Vehicle: ☑ Starts ☐ Starts with a Boost & ☐ Is Operable ☐ Is Not Operable ☐ **For Parts Only**

Date Removed From Service: Maintenance Records: ☐ Available ☐ Not Available For Inspection

Engine Manufacture: CUMMINS **Engine:** 6.7 L, V6 ☐ Gas ☑ Diesel

This vehicle was maintained every ☐ Days ☐ Hours ☐ Miles # of Axles 2

Engine Condition: ☑ Is operable ☐ Needs repair ☐ Is in Unknown Condition Jake Brake: ☐ Yes ☑ No

Engine Repairs needed:

Transmission Manufacture: FORD ?? ☐ Automatic ☑ Manual 6 Speed

Transmission Condition is: ☐ Operable ☑ Needs Repair ☐ Unknown ☐ Rebuilt (Date:)

Transmission Repairs Needed: CLUTCH NEEDS REPLACEMENT

Exterior: Color WHITE **Windows:** ☐ No Cracked Glass ☑ Cracked BULLSEYE ON WINDSHIELD

Minor: ☑ Dents ☑ Scratches ☑ Dings **Tire Condition:** ☐ Low ☐ Flat

Damage to: BED DOES NOT RAISE COMPLETELY; PEELING CLEARCOAT

Additional Damage to: CRACKED HOOD & GRILL; TOOL BOX DOOR MISSING

Decals: ☐ None ☐ Have been sprayed ☑ Have been Removed & ☑ Impressions Remain ☐ No Impressions

Capacity: 9.6 CU YD Loader: ☐ Front ☐ Side Electronic Tarp: ☐ Yes ☑ No Condition:

Interior: Color GRAY ☐ Cloth ☑ Vinyl ☐ Leather

Damage to Seats: RIPPED, TORN, WORN & STAINED

Damage to Dash/Floor: WORN & STAINED FLOOR; CRACKED AND BROKEN DASH

Radio: Brand STOCK ☐ AM ☑ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

☑ Cruise Control ☑ Tilt Steering ☐ Remote Mirrors **Airbags:** ☐ Driver's Side ☐ Dual

☑ AC ☐ No AC AC Condition: ☑ Cold ☐ Unknown **Power:** ☐ Windows ☐ Doorlocks ☑ Steering ☐ Seats

Additional Equipment: Manufacturer: DAVIS Model: D/T 6-10

Serial # V100073B5824228 Description: 9.6 CU YD DUMP BED

Equipment Condition: ☐ Is operable ☑ Needs repair ☐ Is in Unknown Condition

Other Equipment:

Location of Asset: DSY 6/30/2025

For more information contact:

ASSET DISPOSAL REPORT

DATE: 10/31/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ **Auction** _____ Date
- ☐ **Theft** _____ Date (Attach the Law Enforcement Agency Theft Report)
- ☐ **Destroyed by**
  - ☐ Natural Disaster _____ Date
  - ☐ Traffic Accident _____ Date
- ☐ **Trade-In** _____ Date
- ☐ **Donated** _____ Date Agency receiving donation: _____

Disposal of: 30488 2010 FORD F150
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1FTFW1CV4AFB13504

From: 172111 FLEET MGMT Location: 2875 NICHOLAS AVE DICKINSON
Department No. & Name Building, Floor, Suite, or Room No.

Comments: C5028

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Edward
Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 10/31/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ ELIZABETH BRYANT 172111/FLEET MGMT
Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 30488 Description: 2010 FORD F150

Unit # C5028 Serial/VIN: 1FTFW1CV4AFB13504 Mileage: 173022

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ___ Yes X No If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? X Yes ___ No If No, please explain: _____

Is there a spare tire? ___ Yes X No Is the full jack present? ___ Yes X No

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

_____
Fixed Asset Property Manager

Form No. FA-06

ASSET TRANSFER REQUEST

Date: 9/17/2025

To: Purchasing Department, Fixed Asset Property Manager

Transferor: (Authorized Asset Custodian Signature) Zach Smith (Print Name) **Department / Division:** 312110 Administration

Receiver: (Authorized Asset Custodian Signature) Elizabeth Bryant (Print Name) **Department / Division:** 172111/Fleet Mgmt

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 30488 (FAID#, last 5 digits) Unit # C5028 Description 2010 Ford Pickup Truck SerialVIN 13504 (last 5 digits)

From 312110 Administration (Department/Division Name) Location Dickinson/Road & Bridge 5115 Hwy 3 (Building, Floor, Suite or Room No)

To 172111/Fleet Mgmt (Department/Division Name) Location Dickinson/2875 Nichols-Dksn Fleet Lot (Building, Floor, Suite or Room No)

Reason for Transfer Replaced in FY2025 budget, Replaced by C5512

Transfer 31726 (FAID#, last 5 digits) Unit # C5305 Description 2013 Ford Pickup Truck SerialVIN 64018 (last 5 digits)

From 312110 Administration (Department/Division Name) Location Santa Fe/11730 Hwy 6, Santa Fe Stockyard (Building, Floor, Suite or Room No)

To 172111/Fleet Mgmt (Department/Division Name) Location Dickinson/2875 Nichols-Dksn Fleet Lot (Building, Floor, Suite or Room No)

Reason for Transfer Replaced in FY2025 budget, Replaced by C5511

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Edward
Fixed Asset Property Manager

w:/Fixed Assets/FA Forms/FA-02,Transfer
revised 10/05/2020

Vehicle Inspection Form

Inventory ID: C5028 | **Asset Number:** 30488 | **Fair Market Value:**

Short Description:
Year 2010 Make FORD Model F150 PICKUP TRUCK

VIN: 1FTFW1CV4AFB13504 Title Restriction: ☐ Y ☐ N

Odometer: 173000 ☒ Miles ☐ Kilometers Odometer Accurate ☐ Y ☒ N: LAST TIME FUELED

Long Description:

This Vehicle: ☐ Starts ☐ Starts with a Boost & ☐ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 5.4 L, V8 ☒ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☐ Runs ☒ Needs repair ☐ is in unknown condition

Repairs needed: CHECK ENGINE LIGHT ON; WOULD NOT START 9/10/2025

This vehicle was maintained every _____ ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: 9/5/2025 Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☒ Automatic ☐ Manual ___ Speed Condition: ☐ Operable ☒ Needs repair ☐ Is Unknown Condition

Repairs Needed: SLIPS OCCASIONALLY

Drivetrain: ☒ 2 Wheel Drive ☐ 4 Wheel Drive Condition: _____

Exterior: Color: PUEBLO GOLD Windows: ☐ No Cracked Glass ☒ Cracked WINDSHIELD

Minor: ☒ Dents ☒ Scratches ☒ Dings Tire Condition: POOR Tread: _____ #Flat___ Hubcaps #__

Major Damage to: PEELING CLEARCOAT;

Additional Damage: _____

Decals: ☐ None ☐ Have Been Sprayed or ☒ Have been Removed & ☒ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☒ Has been removed & ☐ There are holes in the exterior ☒ There are no holes

Interior: Color TAN ☒ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: WORN, TORN & STAINED

Damage to Dash/Floor: WORN, TORN, & STAINED

Radio: ☒ Stock or ☐ Brand & Model: _____ ☐ AM ☒ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

☒ AC (Condition: ☒ Cold ☐ Unknown) ☐ No AC Air Bags: ☐ Driver's Side ☐ Dual

☒ Cruise Control ☒ Tilt Steering ☒ Remote Mirrors ☐ Climate Control

Power: ☒ Steering ☒ Windows ☒ Door Locks ☒ Seats

Additional Equipment: _____

Manufacturer _____ Model _____ Serial # _____

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand _____ ☐ Hitch: Type _____

Location of Asset: DSY 9/10/2010

For more information contact: _____

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

ASSET DISPOSAL REPORT

DATE: 4/16/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ **Auction** _____ Date
- ☐ **Theft** _____ Date (Attach the Law Enforcement Agency Theft Report)
- ☐ **Destroyed by**
  - ☐ Natural Disaster _____ Date
  - ☐ Traffic Accident _____ Date
- ☐ **Trade-In** _____ Date
- ☐ **Donated** _____ Date Agency receiving donation: _____

Disposal of: 30840 2011 FORD F150
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1FTFW1CF3BKD38403

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON
Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 4/16/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ ELIZABETH BRYANT 172111/FLEET MGMT
Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 30840 Description: 2011 FORD F150

Unit # C5115 Serial/VIN: 1FTFW1CF3BKD38403 Mileage: 142556

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? ____ Yes ____ No If No, please explain: _____

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other: PLEASE REFERENCE FINAL INSPECTION REPORT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026 _____
Date Form Processed | Fixed Asset Property Manager

Form No. FA-06

ASSET TRANSFER REQUEST

Date: 4/12/2019

To: Purchasing Department, Fixed Asset Property Manager

From: _____ Michel Roy Department/ Division: 211101, Sheriff Admin
(Authorized Asset Custodian Signature) (Print Name)

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 30840 (FAID#, last 5 digits) Unit # C0115 Description 2011 Gold F150 SerialVIN 38403 (last 5 digits)

From 211101, Sheriff Admin (Department/Division Name) Location GALV/GA34 601 54th St (Building, Floor, Suite or Room No)

To 172111, Fleet (Department/Division Name) Location DKSN/DK02 5115 Hwy 3 (Building, Floor, Suite or Room No)

Reason for Transfer _____

Transfer _____ (FAID#, last 5 digits) Unit # _____ Description _____ SerialVIN _____ (last 5 digits)

From _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

Reason for Transfer _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/15/2019
Date Form Processed

Fixed Asset Property Manager

w/Fixed Assets/FA Forms/FA-02.Transfer
revised 03/18/2015

Vehicle Inspection Form

Inventory ID: 30840 | **Asset Number:** C5115 | **Fair Market Value:**

Short Description:
Year 2011 Make Ford Model F150

VIN: 1FTFW1CF3BKD38403 Title Restriction: ☐ Y ☐ N

Odometer: 194256 ☒ Miles ☐ Kilometers Odometer Accurate ☒ Y ☐ N:

Long Description:

This Vehicle: ☐ Starts ☒ Starts with a Boost & ☒ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 5.0L, V 8 ☒ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☒ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed:

This vehicle was maintained every 5,000 ☐ Days ☐ Hours ☒ Miles

Date Removed From Service: 4-8-2026 Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☒ Automatic ☐ Manual 6 Speed Condition: ☒ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed:

Drivetrain: ☒ 2 Wheel Drive ☐ 4 Wheel Drive Condition:

Exterior: Color: Tan Windows: ☒ No Cracked Glass ☐ Cracked

Minor: ☒ Dents ☒ Scratches ☐ Dings Tire Condition: Tread: Good #Flat Hubcaps # 4

Major Damage to: Rear Bumper

Additional Damage:

Decals: ☐ None ☐ Have Been Sprayed or ☒ Have been Removed & ☐ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☐ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color Tan ☒ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: Yes Driver Seat tear

Damage to Dash/Floor: NO

Radio: ☒ Stock or ☐ Brand & Model: ☐ AM ☒ AM/FM ☐ AM/FM Cassette ☒ AM/FM CD

☒ AC (Condition: ☒ Cold ☐ Unknown) ☐ No AC Air Bags: ☐ Driver's Side ☒ Dual

☒ Cruise Control ☒ Tilt Steering ☒ Remote Mirrors ☒ Climate Control

Power: ☒ Steering ☒ Windows ☒ Door Locks ☒ Seats

Additional Equipment:

Manufacturer Model Serial #

☒ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand ☐ Hitch: Type

Location of Asset:

For more information contact:

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

ASSET DISPOSAL REPORT

DATE: 4/22/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ **Auction** _____ Date
- ☐ **Theft** _____ Date (Attach the Law Enforcement Agency Theft Report)
- ☐ **Destroyed by**
  - ☐ Natural Disaster _____ Date
  - ☐ Traffic Accident _____ Date
- ☐ **Trade-In** _____ Date
- ☐ **Donated** _____ Date Agency receiving donation: _____

Disposal of: 32022 2015 FORD F150
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1FTEW1CF6FFC31047

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON
Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 4/22/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ ELIZABETH BRYANT 172111/FLEET MGMT
Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid

Disposal of FAID No: 32022 Description: 2015 FORD F150

Unit # C3502 Serial/VIN: 1FTEW1CF6FFC31047 Mileage: 125606

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year. _____

What type of damaged resulted from wreck?

List any engine issues:

List any transmission issues:

List any fluid leaks (oil, fuel, radiator, transmission, etc.)

Are all tires road-worthy? ____ Yes ____ No If No, please explain: _____

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/22/2026
Date Form Processed

_____
Fixed Asset Property Manager

Form No. FA-06

ASSET TRANSFER REQUEST

Date: 8/15/2025

To: Purchasing Department, Fixed Asset Property Manager

Transferor: _____ (Authorized Asset Custodian Signature) Chris Ham (Print Name) Department / Division: SHERIFF

Receiver: _____ (Authorized Asset Custodian Signature) ELIZABETH BRYANT (Print Name) Department / Division: 172111/FLEET MGMT

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 32022 (FAID#, last 5 digits) Unit # C3502 Description 2015 F150 SerialVIN 31047 (last 5 digits)

From SHERIFF (Department/Division Name) Location ____ (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT (Department/Division Name) Location 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer AGE / MILAGE OF ASSET

Transfer _____ (FAID#, last 5 digits) Unit # Description SerialVIN _____ (last 5 digits)

From _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

Reason for Transfer

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Fixed Asset Property Manager

w:/Fixed Assets/FA Forms/FA-02,Transfer
revised 10/05/2020

Vehicle Inspection Form

Inventory ID:	Asset Number:	Fair Market Value:

Short Description:
Year 2015 Make Ford Model F-150 XLT

VIN: 1FTEW1CF6FEC31047 Title Restriction: ☐ Y ☐ N

Odometer: 125741 ☑ Miles ☐ Kilometers Odometer Accurate ☑ Y ☐ N: _____

Long Description:

This Vehicle: ☐ Starts ☑ Starts with a Boost & ☑ Runs/Driveable ☑ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 5.0 L, V 8 ☑ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☐ Runs ☑ Needs repair ☐ is in unknown condition

Repairs needed: Check Engine light on.

This vehicle was maintained every _____ ☐ Days ☐ Hours ☑ Miles

Date Removed From Service: _____ Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual ___ Speed Condition: ☑ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: _____

Drivetrain: ☑ 2 Wheel Drive ☐ 4 Wheel Drive Condition: _____

Exterior: Color: Blue Windows: ☑ No Cracked Glass ☐ Cracked _____

Minor: ☐ Dents ☐ Scratches ☐ Dings Tire Condition: New Tread: Good #Flat ___ Hubcaps # ___

Major Damage to: _____

Additional Damage: _____

Decals: ☑ None ☐ Have Been Sprayed or ☐ Have been Removed & ☐ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☑ Has been removed & ☐ There are holes in the exterior ☑ There are no holes

Interior: Color Black + Gray ☑ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: no

Damage to Dash/Floor: no

Radio: ☑ Stock or ☐ Brand & Model: _____ ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

☑ AC (Condition: ☑ Cold ☐ Unknown) ☐ No AC Air Bags: ☑ Driver's Side ☐ Dual

☑ Cruise Control ☑ Tilt Steering ☑ Remote Mirrors ☑ Climate Control

Power: ☑ Steering ☑ Windows ☑ Door Locks ☑ Seats

Additional Equipment: None

Manufacturer _____ Model _____ Serial # _____

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand _____ ☑ Hitch: Type _____

Location of Asset: _____

For more information contact: _____

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

ASSET DISPOSAL REPORT

DATE: 4/14/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ **Auction** _____ Date
- ☐ **Theft** _____ Date (Attach the Law Enforcement Agency Theft Report)
- ☐ **Destroyed by**
  - ☐ Natural Disaster _____ Date
  - ☐ Traffic Accident _____ Date
- ☐ **Trade-In** _____ Date
- ☐ **Donated** _____ Date Agency receiving donation: _____

Disposal of: 32209 2017 CHEVY TAHOE
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1GNLCDEC9HR234893

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON
Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 4/14/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ ELIZABETH BRYANT 172111/FLEET MGMT
Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 32209 Description: 2017 CEVY TAHOE

Unit # C3739 Serial/VIN: 1GNLCDEC9HR234893 Mileage: 100009

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? ____ Yes ____ No If No, please explain: _____

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other: PLEASE REFERENCE FINAL INSPECTION REPORT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Edward [illegible]
Fixed Asset Property Manager

Form No. FA-06

ASSET TRANSFER REQUEST

Date: 04/08/2026

To: Purchasing Department, Fixed Asset Property Manager

Transferor: _____ Chris Hay _____ **Department / Division:** SHERIFF
(Authorized Asset Custodian Signature) (Print Name)

Receiver: _____ E. Bryant _____ **Department / Division:** 172111/FLEET MGMT
(Authorized Asset Custodian Signature) (Print Name)

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 32209 (FAID#, last 5 digits) Unit # C3739 Description 2017 CHEVY TAHOE SerialVIN 34893 (last 5 digits)

From SHERIFF (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT (Department/Division Name) Location 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer AGE / MILAGE OF ASSET

Transfer _____ (FAID#, last 5 digits) Unit # Description SerialVIN _____ (last 5 digits)

From _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

Reason for Transfer

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Edward J. [illegible]
Fixed Asset Property Manager

w:/Fixed Assets/FA Forms/FA-02,Transfer
revised 10/05/2020

Vehicle Inspection Form

32209

Inventory ID:	Asset Number: C3739	Fair Market Value:

Short Description:
Year 2017 Make Chevy Model Tahoe

VIN: 1 9 N L C 0 E C 9 H R 2 3 4 8 9 3 Title Restriction: ☐ Y ☐ N

Odometer: 1 0 0 0 0 8 ☑ Miles ☐ Kilometers Odometer Accurate ☑ Y ☐ N: ____

Long Description:

This Vehicle: ☐ Starts ☑ Starts with a Boost & ☑ Runs/Driveable ☑ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 5.3 L, V ____ ☑ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☑ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed: ____

This vehicle was maintained every 5000 ☐ Days ☐ Hours ☑ Miles

Date Removed From Service: 4-14-2026 Maintenance Records: ☑ Available ☐ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual ___ Speed Condition: ☑ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: ____

Drivetrain: ☑ 2 Wheel Drive ☐ 4 Wheel Drive Condition: ____

Exterior: Color: White Windows: ☑ No Cracked Glass ☐ Cracked

Minor: ☑ Dents ☑ Scratches ☑ Dings Tire Condition: Good Tread: Good #Flat___ Hubcaps #___

Major Damage to: ____

Additional Damage: ____

Decals: ☐ None ☐ Have Been Sprayed or ☑ Have been Removed & ☑ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☑ Has been removed & ☑ There are holes in the exterior ☐ There are no holes

Interior: Color Black ☑ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: NONE

Damage to Dash/Floor: NONE

Radio: ☑ Stock or ☐ Brand & Model: ____ ☐ AM ☑ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

☑ AC (Condition: ☑ Cold ☐ Unknown) ☐ No AC Air Bags: ☐ Driver's Side ☑ Dual

☑ Cruise Control ☐ Tilt Steering ☑ Remote Mirrors ☑ Climate Control

Power: ☑ Steering ☑ Windows ☑ Door Locks ☑ Seats

Additional Equipment: ____

Manufacturer ____ Model ____ Serial # ____

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand ____ ☐ Hitch: Type ____

Location of Asset: ____

For more information contact: ____

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

ASSET DISPOSAL REPORT

DATE: 4/9/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ **Auction** _____ Date
- ☐ **Theft** _____ Date (Attach the Law Enforcement Agency Theft Report)
- ☐ **Destroyed by**
  - ☐ Natural Disaster _____ Date
  - ☐ Traffic Accident _____ Date
- ☐ **Trade-In** _____ Date
- ☐ **Donated** _____ Date Agency receiving donation: ____

Disposal of: 32371 2018 CHEVY TAHOE
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1GNLCDEC9JR333476

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON
Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Edward
Fixed Asset Property Manager

Form No. FA-03

ASSET TRANSFER REQUEST

Date: 04/02/2026

To: Purchasing Department, Fixed Asset Property Manager

Transferor: _____ (Authorized Asset Custodian Signature) _____ (Print Name) **Department / Division:** SHERIFF

Receiver: _____ (Authorized Asset Custodian Signature) ELIZABETH BRYANT (Print Name) **Department / Division:** 172111/FLEET MGMT

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 32371 (FAID#, last 5 digits) Unit # C3815 Description 2018 CHEVY TAHOE SerialVIN 33476 (last 5 digits)

From SHERIFF (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT (Department/Division Name) Location 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer AGE / MILAGE OF ASSET

Transfer _____ (FAID#, last 5 digits) Unit # _____ Description _____ SerialVIN _____ (last 5 digits)

From _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

Reason for Transfer _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Edward J. Fike
Fixed Asset Property Manager

w:\Fixed Assets\FA Forms\FA-02,Transfer
revised 10/05/2020

Vehicle Inspection Form

Inventory ID: 32371 | **Asset Number:** 3815 | **Fair Market Value:**

Short Description:
Year 2018 Make Chev Model Tahoe

VIN: 1GNLCDEC9JR333478 Title Restriction: ☐Y ☐N

Odometer: 158588 ☒Miles ☐Kilometers Odometer Accurate ☒Y ☐N: _

Long Description:
This Vehicle: ☐Starts ☐Starts with a Boost & ☒Runs/Driveable ☐Engine Runs ☐Does Not Run ☐For Parts Only
Engine- Type: 5.3L, V 8 ☒Gas ☐Diesel Engine ☐Propane/Natural Gas ☐Gas/Electric Hybrid
Engine Condition: ☒Runs ☐Needs repair ☐is in unknown condition
Repairs needed: NON KNOWN
This vehicle was maintained every 5,000K ☐Days ☐Hours ☒Miles
Date Removed From Service: 4-2-2026 Maintenance Records: ☐Available ☐Not Available For Inspection
Transmission: ☒Automatic ☐Manual ___Speed Condition: ☒Operable ☐Needs repair ☐Is Unknown Condition
Repairs Needed: NON KNOWN
Drivetrain: ☒2 Wheel Drive ☐4 Wheel Drive Condition: ___

Exterior: Color: White Windows: ☒No Cracked Glass ☐Cracked
Minor: ☐Dents ☐Scratches ☐Dings Tire Condition: Fair Tread: ___ #Flat 0 Hubcaps # 4
Major Damage to: NON KNOWN
Additional Damage: ___
Decals: ☐None ☐Have Been Sprayed or ☒Have been Removed & ☐Impressions Remain ☐No Impressions
Emergency equip: ☐None ☐Has been removed & ☐There are holes in the exterior ☐There are no holes

Interior: Color GREY ☒Cloth ☐Vinyl ☐Leather
Damage to Seats: NONE
Damage to Dash/Floor: NONE
Radio: ☒Stock or ☐Brand & Model: ___ ☐AM ☒AM/FM ☐AM/FM Cassette ☐AM/FM CD
☒AC (Condition: ☒Cold ☐Unknown) ☐No AC Air Bags: ☐Driver's Side ☐Dual
☒Cruise Control ☒Tilt Steering ☒Remote Mirrors ☒Climate Control
Power: ☒Steering ☒Windows ☒Door Locks ☒Seats

Additional Equipment: N/A
Manufacturer ___ Model ___ Serial # ___
☐Tool Box ☐Light Bar ☐Ladder Rack ☐Utility Body: Brand ___ ☐Hitch: Type ___

Location of Asset: ___
For more information contact: ___
Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 4/9/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [signature] ELIZABETH BRYANT 172111/FLEET MGMT
Signature Print Name Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid:

Disposal of FAID No: 32371 Description: 2018 CHEVY TAHOE

Unit # C3815 Serial/VIN: 1GNLCDEC9JR333476 Mileage: 158588

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year. _____

What type of damaged resulted from wreck?

List any engine issues:

List any transmission issues:

List any fluid leaks (oil, fuel, radiator, transmission, etc.)

Are all tires road-worthy? ____ Yes ____ No If No, please explain: ____

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other: PLEASE REFERNCE FINAL INSPECTION REPORT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026 [signature]
Date Form Processed Fixed Asset Property Manager

Form No. FA-06

4/23/'26 10:19 AM
4/10/'26 8:29 AM

ASSET DISPOSAL REPORT

DATE: 04/10/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ **Auction** _____ Date
- ☐ **Theft** _____ Date (Attach the Law Enforcement Agency Theft Report)
- ☐ **Destroyed by**
  - ☐ Natural Disaster _____ Date
  - ☐ Traffic Accident _____ Date
- ☐ **Trade-In** _____ Date
- ☐ **Donated** _____ Date Agency receiving donation: _____

Disposal of: 32377 2018 CHEVY TAHOE
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1GNLCDEC6JR330101

From: 172111 FLEET MGMT Location: 2875 NICHOLAS AVE DICKINSON
Department No. & Name Building, Floor, Suite, or Room No.

Comments:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 4/10/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [signature] ELIZABETH BRYANT 172111/FLEET MGMT
Signature Print Name Department/Division

Re: Pre-auction vehicle disclosure

Disposal of FAID No: 32377 Description: 2018 CHEVY TAHOE

Unit # C3806 Serial/VIN: 1GNLCDEC6JR330101 Mileage: 99397

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year.

What type of damaged resulted from wreck?

List any engine issues:

List any transmission issues:

List any fluid leaks (oil, fuel, radiator, transmission, etc.)

Are all tires road-worthy? ____ Yes ____ No If No, please explain:

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other: PLEASE REFERENCE FINAL INPSECTION REPORT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Edward [illegible]
Fixed Asset Property Manager

Form No. FA-06

ASSET TRANSFER REQUEST

Date: 04/10/2026

To: Purchasing Department, Fixed Asset Property Manager

Transferor: _____ (Authorized Asset Custodian Signature) _____ (Print Name) **Department / Division:** SHERIFF

Receiver: _____ (Authorized Asset Custodian Signature) Elizabeth Bryant (Print Name) **Department Division:** 172111/FLEET MGMT

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 32377 (FAID#, last 5 digits) **Unit #** C3806 **Description** 2018 CHEVY TAHOE **SerialVIN** 30101 (last 5 digits)

From SHERIFF (Department/Division Name) **Location** _____ (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT (Department/Division Name) **Location** 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer AGE / MILAGE OF ASSET

Transfer _____ (FAID#, last 5 digits) **Unit #** _____ **Description** _____ **SerialVIN** _____ (last 5 digits)

From _____ (Department/Division Name) **Location** _____ (Building, Floor, Suite or Room No)

To _____ (Department/Division Name) **Location** _____ (Building, Floor, Suite or Room No)

Reason for Transfer _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Edward [illegible]
Fixed Asset Property Manager

w:/Fixed Assets/FA Forms/FA-03,Transfer
revised 11/05/2020

Vehicle Inspection Form 323577

Inventory ID: | **Asset Number:** 3806 | **Fair Market Value:**

Short Description:
Year 2016 Make Chevy Model Tahoe

VIN: 1GNLCDEC6JR330802 Title Restriction: ☐ Y ☐ N

Odometer: 99397 ☑ Miles ☐ Kilometers Odometer Accurate ☐ Y ☐ N: _____

Long Description:

This Vehicle: ☐ Starts ☑ Starts with a Boost & ☑ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 5.3 L, V 8 ☑ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☑ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed: _____

This vehicle was maintained every 5000 ☐ Days ☐ Hours ☑ Miles

Date Removed From Service: 4/23/26 Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual ___ Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: _____

Drivetrain: ☑ 2 Wheel Drive ☐ 4 Wheel Drive Condition: _____

Exterior: Color: White Windows: ☑ No Cracked Glass ☐ Cracked _____

Minor: ☑ Dents ☑ Scratches ☑ Dings Tire Condition: good Tread: _____ #Flat ___ Hubcaps # ___

Major Damage to: _____

Additional Damage: _____

Decals: ☐ None ☐ Have Been Sprayed or ☑ Have been Removed & ☑ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☑ Has been removed & ☑ There are holes in the exterior ☐ There are no holes

Interior: Color White ☑ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: None

Damage to Dash/Floor: None

Radio: ☑ Stock or ☐ Brand & Model: _____ ☐ AM ☑ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

☑ AC (Condition: ☑ Cold ☐ Unknown) ☐ No AC Air Bags: ☑ Driver's Side ☑ Dual

☑ Cruise Control ☑ Tilt Steering ☑ Remote Mirrors ☑ Climate Control

Power: ☑ Steering ☑ Windows ☑ Door Locks ☑ Seats

Additional Equipment: _____

Manufacturer _____ Model _____ Serial # _____

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand _____ ☐ Hitch: Type _____

Location of Asset: _____

For more information contact: _____

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

ASSET DISPOSAL REPORT

DATE: 4/17/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ **Auction** _____ Date
- ☐ **Theft** _____ Date (Attach the Law Enforcement Agency Theft Report)
- ☐ **Destroyed by**
  - ☐ Natural Disaster _____ Date
  - ☐ Traffic Accident _____ Date
- ☐ **Trade-In** _____ Date
- ☐ **Donated** _____ Date Agency receiving donation: _____

Disposal of: 32628 2019 CHEVY TAHOE
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1GNLCDEC7KR299264

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON
Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Edward
Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 4/17/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ ELIZABETH BRYANT 172111/FLEET MGMT
Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 32628 Description: 2019 CHEVY TAHOE

Unit # C3991 Serial/VIN: 1GNLCDEC7KR299264 Mileage: 113957

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues:

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? ____ Yes ____ No If No, please explain: _____

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other: PLEASE REFERENCE FINAL INSPECTION REPORT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Edward J. [illegible]
Fixed Asset Property Manager

Form No. FA-06

ASSET TRANSFER REQUEST

Date: 11/5/2024

To: Purchasing Department, Fixed Asset Property Manager

Transferor: Henry Trochesset (Authorized Asset Custodian Signature) Henry Trochesset (Print Name) Department / Division: Sheriff

Receiver: (Authorized Asset Custodian Signature) Elizabeth Bryant (Print Name) Department / Division: 1101 172111

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 32628 (FAID#, last 5 digits) Unit # 3913 Description 2019 TAHOE SerialVIN 99264, (last 5 digits)

From SHRIFF PATROL (Department/Division Name) Location 601 54TH ST. (Building, Floor, Suite or Room No)

To FLEET MANAGEMENT (Department/Division Name) Location 5115 HWY 3 (Building, Floor, Suite or Room No)

Reason for Transfer SURPLUS, REPLACED WITH C3330

Transfer 32633 (FAID#, last 5 digits) Unit # 3916 Description 2019 TAHOE SerialVIN 05838 (last 5 digits)

From SHERIFF PATROL (Department/Division Name) Location 601 54TH ST. (Building, Floor, Suite or Room No)

To FLEET MANAGEMENT (Department/Division Name) Location 5115 HWY 3 (Building, Floor, Suite or Room No)

Reason for Transfer SURPLUS, REPLACED WITH C3331

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

11/14/2024
Date Form Processed

Fixed Asset Property Manager

Updated 10/05/2022

Vehicle Inspection Form

Inventory ID:	Asset Number: 3991	Fair Market Value:

Short Description:
Year 2019 Make Chevy Model Tahoe

VIN: 1GNLCDEC7KR299264 Title Restriction: ☐ Y ☐ N

Odometer: 113957 ☑ Miles ☐ Kilometers Odometer Accurate ☑ Y ☐ N: _

Long Description:

This Vehicle: ☐ Starts ☑ Starts with a Boost & ☑ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: ___L, V ___ ☑ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☑ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed: _____

This vehicle was maintained every 5000 ☐ Days ☐ Hours ☑ Miles

Date Removed From Service: 4-17-2025 Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual ___Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: _____

Drivetrain: ☑ 2 Wheel Drive ☐ 4 Wheel Drive Condition: _____

Exterior: Color: White Windows: ☑ No Cracked Glass ☐ Cracked

Minor: ☐ Dents ☑ Scratches ☐ Dings Tire Condition: No Treat Tread: _____ #Flat___ Hubcaps #__

Major Damage to: _____

Additional Damage: _____

Decals: ☐ None ☐ Have Been Sprayed or ☑ Have been Removed & ☐ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☑ Has been removed & ☑ There are holes in the exterior ☐ There are no holes

Interior: Color Black ☑ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: NONE

Damage to Dash/Floor: NONE

Radio: ☑ Stock or ☐ Brand & Model: _____ ☐ AM ☑ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

☑ AC (Condition: ☑ Cold ☐ Unknown) ☐ No AC Air Bags: ☐ Driver's Side ☐ Dual

☑ Cruise Control ☑ Tilt Steering ☑ Remote Mirrors ☑ Climate Control

Power: ☑ Steering ☑ Windows ☑ Door Locks ☑ Seats

Additional Equipment: _____

Manufacturer _____ Model _____ Serial # _____

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand _____ ☐ Hitch: Type _____

Location of Asset: _____

For more information contact: _____

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

ASSET DISPOSAL REPORT

DATE: 4/14/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ **Auction** _____ Date
- ☐ **Theft** _____ Date (Attach the Law Enforcement Agency Theft Report)
- ☐ **Destroyed by**
  - ☐ Natural Disaster _____ Date
  - ☐ Traffic Accident _____ Date
- ☐ **Trade-In** _____ Date
- ☐ **Donated** _____ Date Agency receiving donation: _____

Disposal of: 32769 2020 CHEVY TAHOE
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1GNLCDEC0LR244009

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON
Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Edward [illegible]
Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 4/14/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ ELIZABETH BRYANT 172111/FLEET MGMT
Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid:

Disposal of FAID No: 32769 Description: 2020 CHEVY TAHOE

Unit # C3007 Serial/VIN: 1GNLCDEC0LR244009 Mileage: 137836

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues:

List any transmission issues:

List any fluid leaks (oil, fuel, radiator, transmission, etc.)

Are all tires road-worthy? ____ Yes ____ No If No, please explain:

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other: PLEASE REFERENCE FINAL INSPECTION REPORT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Edward J
Fixed Asset Property Manager

Form No. FA-06

ASSET TRANSFER REQUEST

Date: 04/07/2026

To: Purchasing Department, Fixed Asset Property Manager

Transferor: _____ (Authorized Asset Custodian Signature) _____ (Print Name) Department / Division: SHERIFF

Receiver: _____ (Authorized Asset Custodian Signature) _____ (Print Name) Department / Division: 172111/FLEET MGMT

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 32769 (FAID#, last 5 digits) Unit # C3007 Description 2020 CHEVY TAHOE SerialVIN 44009 (last 5 digits)

From SHERIFF (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT (Department/Division Name) Location 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer AGE / MILAGE OF ASSET

Transfer _____ (FAID#, last 5 digits) Unit # _____ Description _____ SerialVIN _____ (last 5 digits)

From _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

Reason for Transfer

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

4/28/2026
Date Form Processed

Fixed Asset Property Manager

w:/Fixed Assets/FA Forms/FA-02,Transfer
revised 10/05/2020

Vehicle Inspection Form

327769

Inventory ID:	Asset Number: 3007	Fair Market Value:

Short Description:
Year 2020 Make Chevy Model Tahoe

VIN: 1 B n S C D E C 0 L R 2 4 4 0 e 9 Title Restriction: ☐ Y ☐ N

Odometer: 1 3 7 8 3 6 ☑ Miles ☐ Kilometers Odometer Accurate ☑ Y ☐ N:

Long Description:

This Vehicle: ☑ Starts ☐ Starts with a Boost & ☑ Runs/Driveable ☑ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 5.3 L, V 8 ☑ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☑ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed:

This vehicle was maintained every 5000 ☐ Days ☑ Hours ☐ Miles

Date Removed From Service: Maintenance Records: ☑ Available ☐ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual ___Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed:

Drivetrain: ☑ 2 Wheel Drive ☐ 4 Wheel Drive Condition:

Exterior: Color: White Windows: ☑ No Cracked Glass ☐ Cracked

Minor: ☑ Dents ☑ Scratches ☑ Dings Tire Condition: New Tread: ✓ #Flat___ Hubcaps # ✓

Major Damage to:

Additional Damage:

Decals: ☑ None ☐ Have Been Sprayed or ☐ Have been Removed & ☑ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☑ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color Black & Grey ☑ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: no

Damage to Dash/Floor: no

Radio: ☑ Stock or ☐ Brand & Model: ☐ AM ☐ AM/FM ☑ AM/FM Cassette ☐ AM/FM CD

☑ AC (Condition: ☐ Cold ☐ Unknown) ☐ No AC Air Bags: ☐ Driver's Side ☐ Dual

☑ Cruise Control ☑ Tilt Steering ☑ Remote Mirrors ☑ Climate Control

Power: ☑ Steering ☑ Windows ☑ Door Locks ☑ Seats

Additional Equipment: None

Manufacturer Model Serial #

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand ☐ Hitch: Type

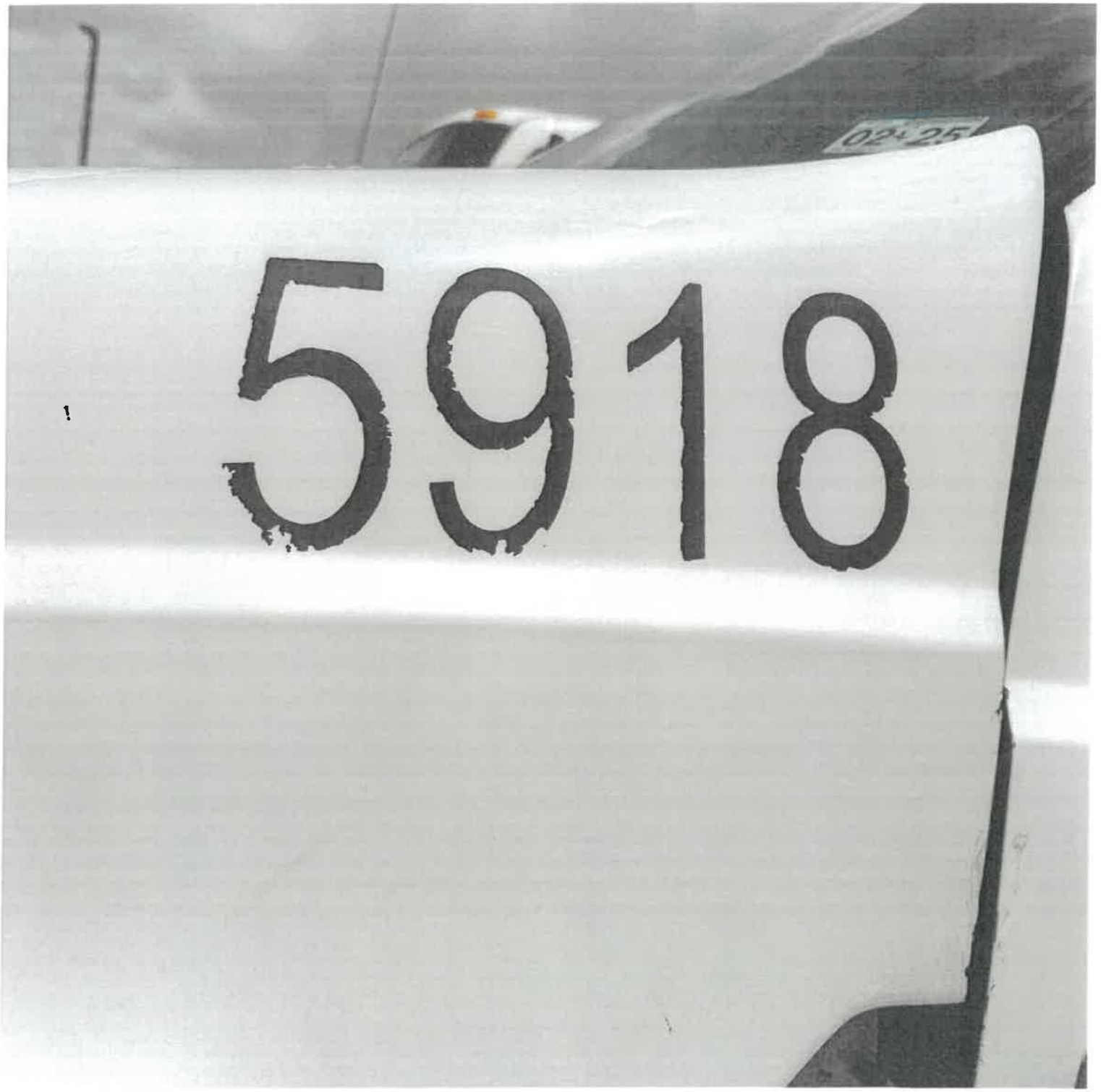
Location of Asset:

For more information contact:

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

TEXAS
157•7204
GALVESTON COUNTY
SENIOR SERVICES

5918


02.25
5918

08 25
5028

Ford
TEXAS
132-7725

5028
F150
ROAD & BRIDGE

F150
Ford
COUNTY OF GALVESTON
TEXAS
EXEMPT
132-7725

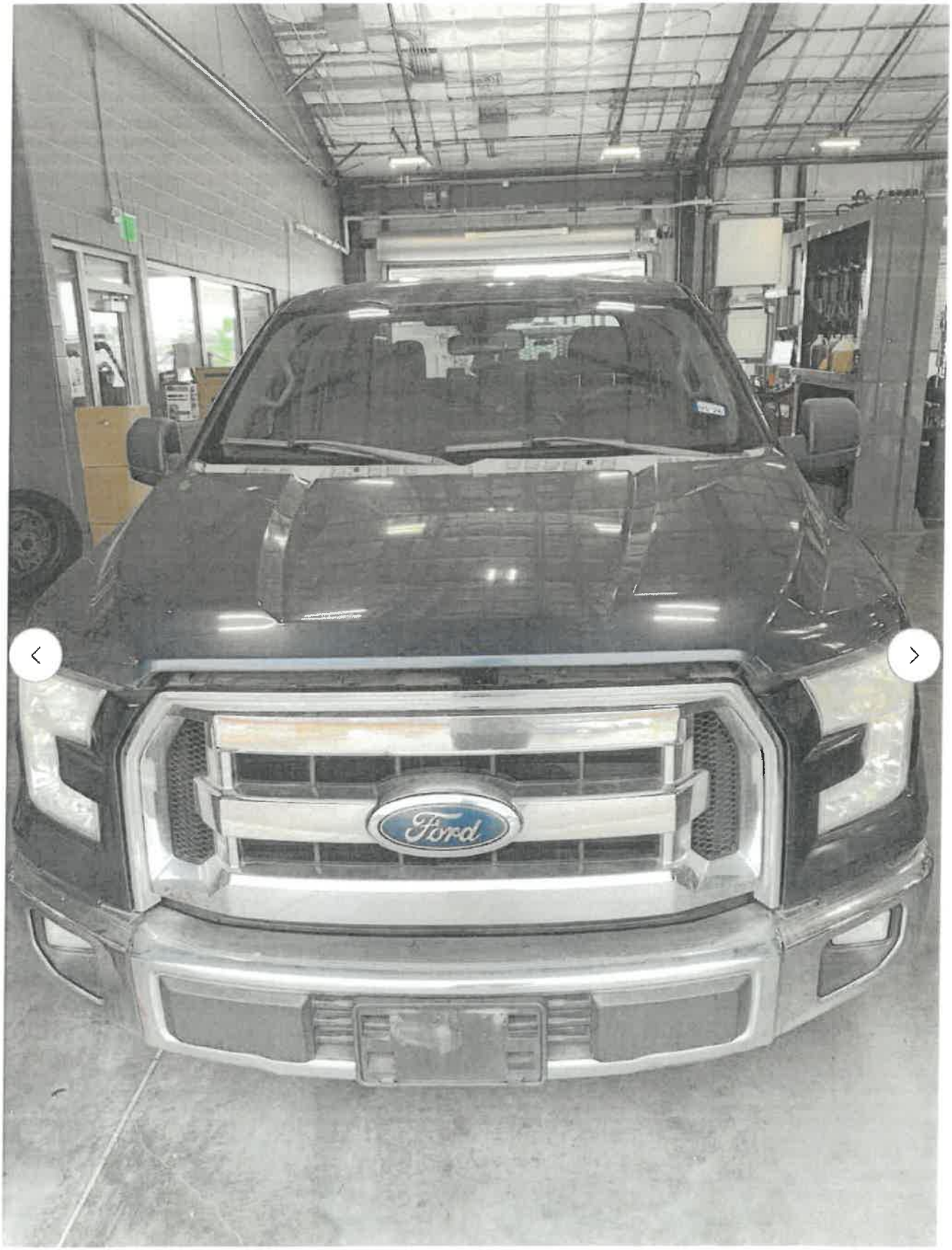
5028
F-150

Ford

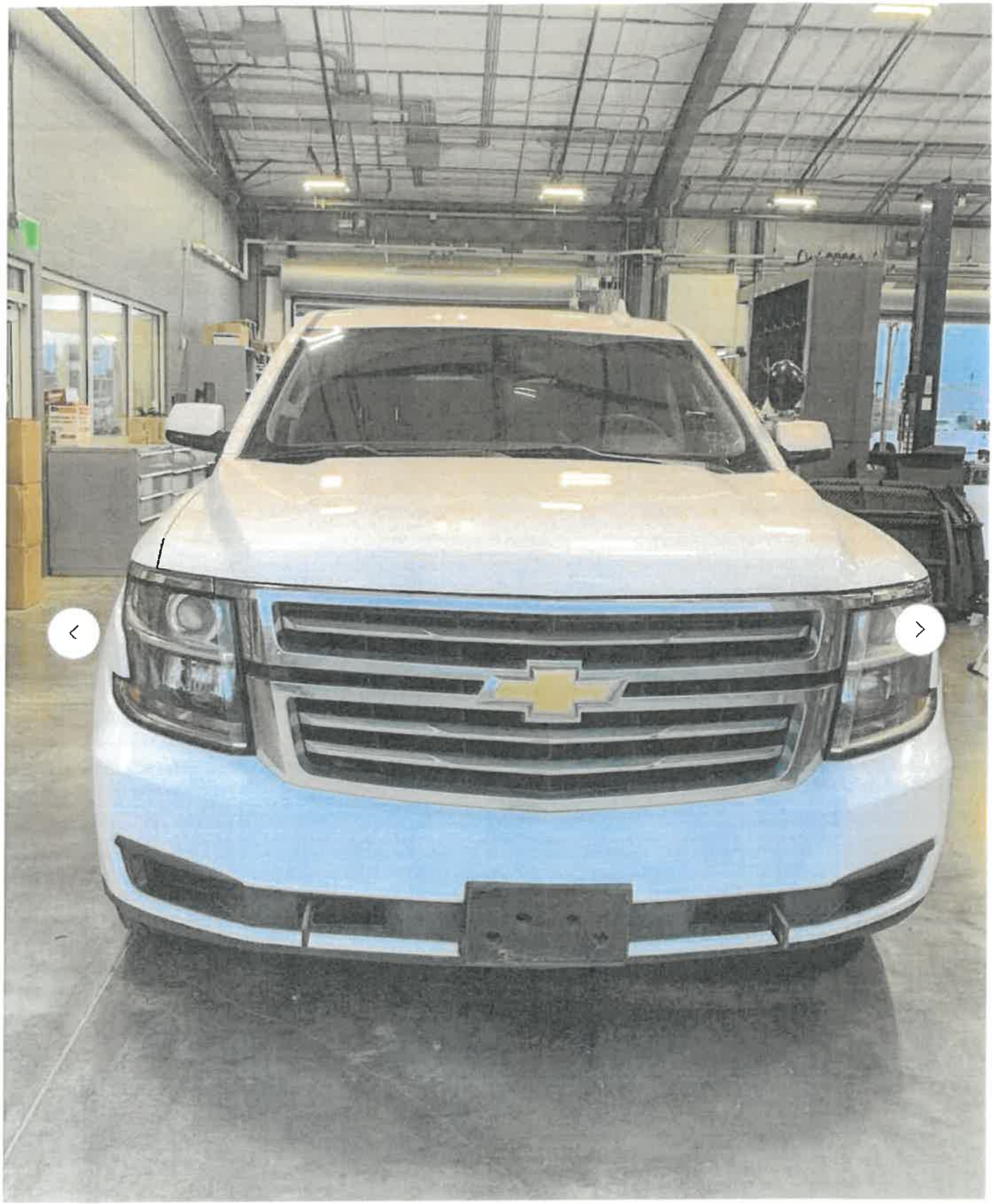
F150

F150
FLEX FUEL

S715


Ford

F150
Ford



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:** 5/11/2026
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Sheriff's Office**
5) **Department Contact: Clayton Pope**
6) **Description: TLO investigative Software subscription**

7) **PEID No: Pending PEID**
8) **Req No:**
9) **Orgkey: 1101 211101**
10) **Object Code: 5481000**
11) **Vendor: TransUnion Risk and Alternative and Data Solutions Inc.**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted: $4,125**
16) **Current Year Projected: $4,125**
17) **Year 2: $9,900**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 5/11/2026
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 5/10/2027
26) **Contract # Issued by Purchasing Department: 255854**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Jimmy Fullen	Approve	4/28/26 9:00 am
2	Melissa Fleming	Approve	4/29/26 4:22 pm
3	Francisco Rodriguez	Approve	4/29/26 5:34 pm
4	Rodolfo Gomez	Approve	4/30/26 4:12 pm
5	Diana Huallpa	Approve	4/30/26 4:20 pm
6	Sergio Cruz	Approve	4/30/26 4:36 pm
7	Veronica Van Horn	Approve	5/1/26 3:28 pm

TransUnion

SUBSCRIBER AGREEMENT FOR TRADS SERVICES

Full Legal Name of Company: ("Subscriber")	Galveston County
Doing Business As (d/b/a): (if applicable)	
Physical Address:	

THIS SUBSCRIBER AGREEMENT FOR TRADS SERVICES (the "Agreement") is entered into between Subscriber and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and is effective as of the later of the date on which Subscriber has satisfactorily completed TRADS' subscriber credentialing requirements or the date below.

1. Subscriber understands and agrees that TRADS offers public record and proprietary information services and other products and services (the "TRADS Services") that may contain sensitive information that is governed by applicable state and federal laws, including, but not limited to, the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) ("GLBA") and the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) ("DPPA"), all of with which Subscriber certifies to comply.

2. TRADS is not a "consumer reporting agency," and the TRADS Services do not constitute "consumer report(s)," as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"). Accordingly, the TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment, or for any other purpose contemplated by the FCRA.

3. The term and pricing for the selected TRADS Services will be agreed to in writing in a pricing supplement or addendum, incorporated by reference herein as **Exhibit B**. Subscriber agrees to pay TRADS all applicable fees and charges for the TRADS Services within thirty days of the date of each invoice. All other TRADS Services are subject to TRADS' then-current fees and charges, which may change from time to time. If TRADS provides a free trial of the TRADS Services, Subscriber's access to the TRADS Services during any such free trial shall be subject to all terms of this Subscriber Agreement and the Terms and Conditions.

4. Unless provided otherwise, either party may terminate this Agreement at any time for any reason upon notice to the other party.

5. The online Additional Terms and Conditions located at http://www.TLO.com/termsandconditions (the "Terms and Conditions") are incorporated herein by reference as amended in **Exhibit A**. This Agreement, which includes the incorporated Terms and Conditions and any attachments hereto, constitutes the entire agreement between the parties, and supersedes and replaces all previous agreements and understandings, whether oral or written, express or implied, with respect to the subject matter of this Agreement.

AUTHORIZATION AND ACCEPTANCE OF TERMS

Subscriber agrees to be bound by this Agreement and agrees to pay all fees and charges according to the Terms and Conditions. The undersigned hereby certifies their authority to execute this Agreement on behalf of the Subscriber and that the statements provided in this Agreement are true and correct.

Authorized Signature:	**Date:**
Print Name of Authorized Signer:	**Title:**

TransUnion

EXHIBIT A

Subscriber Agreement Additional Terms and Conditions

TLO Subscriber Agreement Additional Terms and Conditions

These Terms and Conditions are incorporated into the Subscriber Agreement (the "Agreement," as may be amended, supplemented and/or modified from time to time), and constitute the entire agreement between Subscriber and TRADS.

1. **Restricted License.** TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") grants to Subscriber (and any Permitted Users, defined below) a restricted personal, non-exclusive, non-transferable, non-sublicensable, revocable license to obtain and use the TRADS Services and the information derived from the TRADS Services ("Services Information") in compliance with the terms of the Agreement and all applicable laws, rules, regulations and regulatory directives, including any permissible use certifications. Subscriber agrees that its use of the TRADS Services and Services Information (i) will comply with the Agreement, these Terms and Conditions, and all applicable laws, rules, regulations and regulatory directives; and (ii) will be consistent with the purpose(s) for which the TRADS Services and Services Information are provided as specified in the solicitation, request for proposal, contract reward, request for information, or any other method through which Subscriber engages with TRADS. Failure to comply with the terms of the Agreement and/or applicable laws, rules, regulations and regulatory directives may result in immediate suspension and/or termination of your access to and use of the TRADS Services, in TRADS' sole discretion. Certain elements of the TRADS Services require compliance with specific terms, defined below. If there is a conflict between this Agreement and any state-specific requirements, the state-specific requirements shall prevail solely to the extent there is a conflict with the terms of this Agreement.

2. **Permitted Users.** Subscriber may identify authorized users of the TRADS Services ("Permitted Users"). Subscriber shall be solely responsible for such Permitted User's actions or omissions and understands and agrees that its Permitted Users shall not be able to take any action against TRADS regarding any claim based under this Agreement. Subscriber is used throughout this Agreement as meaning Subscriber and any Permitted Users.

3. **Fees and Payment**. Subscriber agrees to pay the fees and charges for the TRADS Services provided to Subscriber under the Agreement as set forth in a supplemental document executed by both parties ("Addendum") within thirty (30) days of the invoice date. If Subscriber in good faith disputes any fees on an invoice, Subscriber must notify TRADS in writing of the reasons for, and the amount of, such dispute, within thirty (30) days of the date of invoice. In such event, Subscriber may only withhold payment of the amount in dispute and will pay all undisputed amounts when due. The parties shall work in good faith to resolve any disputed fees within sixty (60) days from the date of invoice, and Subscriber shall pay any such disputed fees immediately upon resolution of the dispute. Unless otherwise agreed to by the parties, all fees under the Agreement are non-refundable, in whole or in part, in the event of a termination of the applicable Addendum or the Agreement. Unless otherwise agreed to by the parties in a supplemental document, TRADS reserves the right to change the fees and charges from time to time, but no change in such charges is effective as to Subscriber earlier than thirty (30) days after written notice is provided to TRADS.

a. **Surcharges and Third-Party Costs**. In the event that TRADS's cost of rendering the TRADS Services increases as a result of laws, ordinances or other regulatory, administrative or governmental acts, then TRADS may implement a surcharge subject to the following: (i) any surcharge will be applicable generally to TRAD's similar customers; (ii) TRADS will provide sixty (60) days prior written notice to Subscriber prior to implementing any new surcharge; and, (iii) any surcharge will be applied only to the TRADS Services affected by the law, ordinance or other regulatory, administrative or governmental act. TRADS reserves the right to increase the price of any third-party scores or data provided as part of the TRADS Services if the corresponding third-party royalty or fee increases.

b. **Overdue Charges.** Without limiting any of TRADS's remedies for non-payment or late payment of invoices, unless subject to a good faith dispute, amounts which are not paid within sixty (60) days of the invoice date shall be subject to a late charge of one and one-half percent (1.5%) per month (18% per year) or the maximum allowed by law, whichever is less. If collection efforts are required, Subscriber shall pay all costs of collection, including reasonable attorneys' fees.

c. **Billing Agent**. Subscriber may, at Subscriber's discretion, elect to engage a billing agent authorized by TRADS ("Billing Agent") for the purpose of billing and collecting Subscriber's applicable fees and charges for the TRADS Services, including any taxes, duties, and other charges imposed by any governmental entity for such TRADS Services. Upon written notice to TRADS for such engagement, including Subscriber's and/or Billing Agent's provision of necessary information to implement Subscriber's engagement of the Billing Agent, and TRADS' approval thereto, Subscriber acknowledges and agrees that it will be billed by, and shall remit payments to, the Billing Agent. Subscriber authorizes the Billing Agent to receive, or have access to, Subscriber's account administration functions (such as, user additions/removals) and transaction history for purposes of the Billing Agent to perform its obligations hereunder. TRADS may, at TRADS' discretion, revoke its authorization of Subscriber's utilization of the Billing Agent upon notice to Subscriber, and accordingly, Subscriber agrees to thereafter pay TRADS all fees and charges for the TRADS Service.

4. **Predictive Attributes.** If Subscriber receives any TRADS Services including predictive attributes, Subscriber hereby certifies that the predictive attributes are used only for the following permitted uses: (i) fraud prevention, (ii) institutional risk control, and/or (iii) identity verification.

5. **Driving Violations Services**. If Subscriber receives any Driving Violations Services, Subscriber enters into an agreement with Drivers History Information Sales LLC ("DHI") through TRADS, as agent for DHI, into which Sections 2-11 and 22-37 of these Terms and Conditions are incorporated by reference; provided each reference to "TRADS" in such provisions shall mean "DHI", and each reference to "TRADS Services" shall mean "Driving Violations Services". The Driving Violations Services are provided by DHI. DHI makes no representations or warranties, expressed or implied, regarding the accuracy, completeness or timeliness of the Services Information or the results to be obtained with the Services Information, or that the Services Information has been scrubbed against any regulatory or self-regulatory registry. DHI hereby disclaims all express and implied warranties with respect to the Services Information. Except as expressly set forth in this Agreement, DHI and its third-party providers shall have no liability whatsoever to Subscriber or any third party with respect to the Services Information or this Agreement. Subscriber agrees to indemnify and hold DHI, and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, members, employees, contractors, agents, representatives, successors and assigns, harmless from and against any claims, charges, demands or suits instituted against DHI and its third party data providers arising out of or resulting from Subscriber's: (i) failure to comply with the terms and conditions of this Agreement; (ii) violation of any applicable federal, state or local law, regulation, rule or judicial or administrative order with regard to the subject matter of this Agreement; (iii) any actual, potential or threatened unauthorized access to or use of the Services Information; (iv) any use of the Services Information by individuals or entities that obtain access to the Service Information through or from Subscriber, which have not been authorized by this Agreement to have access to and/or use the Services Information; or (v) its use of or negligent maintenance of the Services Information. If liability is imposed on DHI, Subscriber agrees that DHI's total liability for any or all of the Subscriber's losses or injuries resulting from DHI's acts or omissions under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the amount the Subscriber paid to DHI for the particular Services Information which is the subject of the alleged breach. Subscriber agrees it will not sue DHI or any third party for any amount greater than such amount and that it will not seek punitive damages in any suit against DHI or any of its third-party providers. Except where expressly noted to the contrary, in no event shall DHI be liable for any indirect, incidental, special, exemplary, punitive, consequential or other damages whatsoever

(including, but not limited to, liability for loss of profits), even if advised of the possibility of such damages, without regard to the form of any action, including but not limited to contract, negligence or other tortious actions, arising out of or in connection with this Agreement or the data. Subscriber also agrees to give DHI immediate written notice of all actions, claims, losses or damages arising out of its use of the Services Information. Certain states providing data incorporated into the Driving Violations Services mandate the delivery of the following state-specific terms. Subscriber certifies that it will review such terms upon each receipt of the Driving Violations Services.

a. **Arkansas Administrative Office of the Courts**. The official custodian of all official court records for each court in Arkansas is the clerk of the court. The Arkansas Administrative Office of the Courts (AOC) is not the official custodian of any case record and provides only copies of data entered or provided by the clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The AOC does not warrant the accuracy of the data. To verify a record's accuracy, contact the clerk of the court of record.

b. **Arizona Supreme Court, Administrative Office of the Courts; Pima County Consolidated Justice Court; Maricopa County Justice Courts; Mesa Municipal Court**. The data provided is based on data obtained from the Arizona Supreme Court, Pima County Consolidated Justice Court, Maricopa County Court, Mesa County Court, and other judicial Arizona courts. Neither the Arizona Supreme Court, the Administrative Office of the Courts, nor any other courts of the state of Arizona provide any warranties, express or implied, that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records on file at the court of origin. All copies of the data must be purged, updated, or restricted upon notice from the Arizona Courts and certified as such to the Arizona courts.

c. **Illinois Circuit Court of Cook County**. The data provided is based on the latest data obtained from the Circuit Court of Cook County, Illinois. The Court does not warrant the accuracy, completeness, or currency of this data. This data is not and may not be represented as an official record of the Court or of the Clerk. The official court record may be found in hard copy files held and maintained by the Clerk. The Clerk provides no warranties, express or implied that the information or data is accurate, complete, or correct.

d. **Illinois Counties on the Clericus Magnus Network (Jano Technologies)**. The recipient of the data has no recourse against the Illinois counties or the Clericus Magnus Network (Jano Technologies) based on the contents of the data or for any restrictions, whether new, old, or unanticipated, as to what data is available, when the data is available, and/or the response times for access to the data.

e. **Indiana Supreme Court: Division of State Court Administration**. The data or information provided is based on information obtained from multiple Indiana Courts. It is the user's responsibility to verify the information by personally consulting the official record maintained by the Indiana court in question. The Indiana Office of Judicial Administration and the Indiana Courts and Clerk of Courts: 1) Do not warrant that the information is accurate or complete; 2) Make no representation regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the resale or use of the information.

f. **Minnesota Judicial Branch**. The data are provided "as is" as of the preparation date indicated by the State and that recent entries made by court staff may not be immediately reflected in the data. The State, DHI and TRADS do not assume any liability for inaccurate or delayed data, errors, or omission and user relieves such parties from all such liability. Users assumes all risk and liability for verification, use, and misuse of the data. Users may verify the accuracy and public status of the data by logging in to the State's public access portal at www.mncourts.gov or visiting a public access terminal at any State courthouse.

g. **North Carolina Administrative Office of the Courts**. Neither TRADS, nor DHI, is affiliated with the judicial branch of the State of North Carolina or with the North Carolina Administrative Office of the Courts (NCAOC) and cannot provide a certified or other official record of any court proceeding. The official custodian of all official court records for each county in North Carolina is the clerk of superior court of that county. The NCAOC is not the official custodian of any case record and provides only copies of data entered by the clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The NACOC does not warrant the accuracy of the data. To verify a record's accuracy or to obtain an official copy of a record of any court proceeding, contact the clerk of the county of record.

h. **North Dakota Supreme Court**. The data or information provided is based on information obtained from the North Dakota District Courts. The Court Administrator and the North Dakota Supreme Court: (a) Do not warrant the information as accurate or complete except for court purposes; (b) Make no representation regarding the identity of any persons whose names appear in the records; and (c) Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record reposing at the district court.

i. **Oregon Judicial Department**. The transferred database files are not official records of the court and may not reflect the most current disposition activity. Users should verify the data by consulting the "official" record maintained by the court of record. The official custodian of all official circuit and appellate court records in Oregon is the clerk or court administrator of the respective circuit and appellate court. The official court records are the OECI and ACMS data repository systems themselves.

j. **Pennsylvania Courts, Administrative Office.** The data or information provided is based upon information received by the Administrative Office of Pennsylvania Courts ("AOPC"). AOPC makes no representation as to the accuracy, completeness, or utility, for any general or specific purpose, of the information provided and as such, assumes no liability for inaccurate or delayed data, errors or omissions. Use of this information is at your own risk. AOPC makes no representations regarding the identity of any persons whose names appear in the records. User should verify that the information is accurate and current by personally consulting the official record reposing in the court wherein the record in maintained. The information received from APOC is not the official case record. Official case records are maintained by the court in which the record was filed.

k. **Seattle Municipal Courts**. The data made available here has been modified for use from its original source, which is the City of Seattle. Neither the City of Seattle nor the Office of the Chief Technology Officer (OCTO) makes any claims as to the completeness, timeliness, accuracy or content of any data contained in this application; makes any representation of any kind, including, but not limited to, warranty of the accuracy or fitness for a particular use; nor are any such warranties to be implied or inferred with respect to the information or data furnished herein. The data is subject to change as modifications and updates are complete. It is understood that the information contained in the web feed is being used at one's own risk.

l. **Utah Administrative Office of the Courts**. The data provided is based on the latest data obtained from the Utah Administrative Office of the Courts. Neither the Administrative Office of the Courts, nor any other courts of the State of Utah, provide any warranties, express or implied, that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records on file at the court of origin.

m. **Washington Courts, Administrative Office**. The information or data provided is based on information obtained from the Administrative Office of the Courts and the Washington Courts. The Administrative Office of the Courts, the Washington Courts, and the Washington Country Clerks: 1) do not warrant that the information is

accurate or complete except for court purposes; 2) make no representation regarding the identity of any persons whose name appear in the Index; and 3) deny liability for any damages resulting from the release or use of the data. To verify the information, the user should personally consult the "official" record reposing at the court of record.

n. **Wisconsin Circuit Courts**. Wisconsin Circuit Court information provided is only a snapshot of the information accessible in the case management system on the date the information is obtained by DHI. Notice to Employers: It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. An employer may refuse to hire an applicant based on a conviction only if the circumstances of the conviction substantially relate to the particular job. For more information, see Wisconsin Statue 111.335 and the Department of Workforce Development's Arrest and Conviction Records under the Law publication.

o. **Wyoming Department of Transportation**. The information shall be maintained in accordance with safeguards and procedures to ensure the security and protection of the data. Minimum security measures include controlling access to data storage and production areas, secure destruction of data, and other reasonable security measures. Notice to Employment Users: Employers may only retain the information in an employee's employment historical file. Notice to Insurance Users: The Information may only retain the information as long as necessary to conduct insurance business.

6. **Motor Vehicle Reports**. If Subscriber receives any motor vehicle report services (collectively, "MVR Services"), Subscriber hereby enters into an agreement with Datalink Services, Inc. ("Datalink") through TRADS, as agent for Datalink, into which the following Sections 1-3 and 14-26 of this Agreement are incorporated by reference; provided each reference to "TRADS" in such provisions shall mean "Datalink", and each reference to "TRADS Services" shall mean "MVR Services". In addition, the following terms and conditions shall apply:

a. **Authorized Requests.** Subscriber shall use the MVR Services and Services Information: (i) solely for the Subscriber's certified, exclusive one-time use and shall not request, obtain or use MVR Services for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing Services Information to any other party, whether alone, in conjunction with Subscriber's own data, or otherwise in any service which is derived from the MVR Services. Subscriber shall not transfer MVR Services and Services Information outside of the United States. MVR Services shall be requested by Subscriber's Permitted Users having a need to know and only to the extent necessary to enable Subscriber to use the MVR Services and Services Information. Subscriber shall investigate any allegations of misuse of the MVR Services in full cooperation with Datalink and/or its third-party providers of such data, including at the request of a state or government official.

b. **Oklahoma State Specific Requirements**. Subscriber must maintain commercially reasonable procedures to protect Services Information derived from the MVR Services related to or in connection with the state of Oklahoma ("Oklahoma MVR Services") that include, but are not limited to, background investigations of Permitted Users authorized to access Oklahoma MVR Services and execution of confidentiality and non-disclose agreements by such employees or other individuals with authorized access. Subscriber shall report any breach of security or confidentiality of Oklahoma MVR Services to Datalink and the State of Oklahoma no later than twenty-four (24) hours after discovery.

7. **Death Master File ("DMF") Data**. Certain data provided by TRADS as part of TRADS Services may include information obtained from the Limited Access Death Master File (LADMF) made available by the US Department of Commerce National Technical Information Service (NTIS) and subject to regulations found at 15 CFR Part 1110. All TRADS subscribers are required to comply with all applicable laws and, if Subscriber is granted access to LADMF data, Subscriber certifies compliance with 15 CFR 1110. Subscriber's failure to comply with 15 CFR Part 1110 may subject Subscriber to penalties under 15 CFR 1110.200 of $1,000 for each disclosure or use, up to a maximum of $250,000 in penalties per calendar year.

8. **TruValidate Services.** Subscriber certifies that a) Subscriber and/or a Subscriber customer is the user of any of the TruValidate non-FCRA fraud prevention services (the "TruValidate Services"); and b) Subscriber and/or a Subscriber customer (and their respective employees) will request, obtain and use such TruValidate Services only in the normal course of business to verify the accuracy of information submitted by the consumer and if it is not correct, to obtain the correct information, but only to protect against or prevent actual fraud, unauthorized transactions, claims or other liability. Subscriber and/or Subscriber customers shall not use the TruValidate Services: i) as a factor in establishing a consumer's eligibility for credit, insurance, health care, employment, or for any other "permissible purpose" as defined by the FCRA; ii) to take any "adverse action," as defined by the FCRA, against any consumer; iii) as a factor in establishing an individual's creditworthiness or eligibility for credit, insurance, or employment, nor for any other purpose under the FCRA. Some TruValidate Services are provided for Subscriber's internal use only, and Subscriber shall not: (i) interfere with or disrupt the integrity of performance of the TruValidate service or the data contained therein; or (ii) attempt to gain unauthorized access to the TruValidate service or its related systems or networks. If any TruValidate Service is determined by a court of competent jurisdiction and/or other governing regulatory authority to contain Consumer Reports as defined in the FCRA, Subscriber certifies that Subscriber or Subscriber's customer(s) (as applicable) will request and use the TruValidate Services solely for a permissible purpose as defined under the FCRA.

a. **TruValidate Device Risk and Digital Identity Risk**. Subscriber shall assign the appropriate technical resources for integrating and testing Device Risk and Digital Identity Risk who will i) determine the unique identifier that will be used; ii) participate in training to utilize Device Risk, place evidence in the system and reporting; iii) establish initial business rules and evidence types to be used to report fraud; iv) regularly identify data trends and anomalies and work with TRADS to evaluate and refine business rules. Subscriber shall actively participate in the shared Device Risk database and shall regularly and diligently report Feedback Data into the Device Risk system. At additional cost to Subscriber, TRADS may assist Subscriber in developing new business rules and refining business rules ("Rules Optimization"). Subscriber may, but is not obligated to, enable TRADS proposed rules. Fees associated with any Rules Optimization performed by TRADS will be included in an applicable pricing addendum or statement of work.

b. **TruValidate Phone Verification and TruValidate One-Time Passcode**. Prior to requesting a One-Time Passcode, Subscriber shall provide its customers any and all disclosures or explanations required under applicable law concerning the customers' utilization of One-Time Passcode, including, but not limited to, those disclosures regarding additional data fees and text messaging and/or phone call rates. Subscriber agrees that TRADS will in no way be liable for Subscriber's failure to provide such disclosures or explanations, or for failing to obtain all required consents and authorizations. Subscriber shall not, and shall not permit any employee or third party to, use Phone Verification and/or One-Time Passcode to transmit: (a) unsolicited, including without limitation, unauthorized "bulk" messages; (b) a cause of the introduction or "viruses", "worms", "Trojan Horses", "e-mail bombs", "cancelbots" or other similar computer programming routines into TRADS's or its service providers' platform; (c) unlawful; (d) infringes the intellectual program rights of any person; or (e) executes, initiates or causes "phishing" or social engineering activities.

c. **TruValidate Document Verification.** Subscriber acknowledges that to utilize the Document Verification services, Subscriber will collect certain information, as further described in the Documentation, which may include biometric information and identifying documents ("Document Verification Information") from Subscriber's customers. Prior to collecting any Document Verification Information from any of its customers, Subscriber shall obtain and secure any required consents and authorizations from its customers ("Consent Records"). As part of obtaining such records, Subscriber must i) notify its customers as to the purpose for collecting the Document Verification Information; ii) notify its customers that Document Verification Information will be shared with certain third parties as needed to perform the Document Verification services; and iii) obtain consent from its customers allowing the

collection, use, and storage of such Document Verification Information by Subscriber, TRADS, and other third parties who process data to perform Document Verification services. Subscriber agrees to maintain all Consent Records in an electronic format for a period of five (5) years and shall promptly make such electronic records available for inspection by TRADS upon TRADS's reasonable request. For the avoidance of doubt, Subscriber's obligations to store Subscriber Consent Records will survive termination of this Addendum or any Agreement to which Document Verification is subject. Subscriber shall not submit identifying documents from any country except the United States.

d. **Secure Sockets Layer Certificate.** If Subscriber elects the option to obtain Secure Sockets Layer Certificate hosting as part of the TruValidate Services, Subscriber must purchase from a third-party provider (a "Certificate Authority") and deliver to TRADS, for TRADS to deliver such to the third-party service provider, for installation on the service provider's server cluster, a Secure Sockets Layer Certificate to authenticate the Subscriber's website (a "Certificate"). Subscriber represents and warrants that it has all the rights necessary to deliver the Certificate to TRADS for delivery to the third-party service provider and the third-party service provider has the right to install the Certificate on the service provider's server cluster as necessary to provide the enhanced profiling service. Subscriber will provide to TRADS for delivery to the third-party service provider a list of any information required by the Certificate Authority that may be necessary for the third-party service provider to install the Certificate on the service provider's server cluster. Any such information provided by the third party service provider constitutes the third-party service provider's confidential information, which Subscriber may disclose solely to the Certificate Authority provided that the Certificate Authority is subject to adequate confidentiality restrictions. If Subscriber fails to maintain its license to the Certificate, Subscriber may receive an error notification indicating that the Certificate has expired, and the action executed may not be secure or accurate. Subscriber has the sole responsibility to maintain the license for the Certificate, and Subscriber assumes all risk arising out of or relating to Subscriber's failure to maintain the license for the Certificate.

9. **Real-time Phone Carrier Search**. Subscriber shall use the Real-time Phone Carrier Search product or information obtained therefrom in compliance with the Direct Marketing Association's Privacy Promise and other applicable industry standards. Subscriber shall not use the Real-time Phone Carrier Search product or information obtained therefrom in any way i) that may violate rights of publicity or privacy of any individual whose personally identifiable data is retrieved; ii) if Subscriber is a telephone solicitor doing business in Massachusetts or Connecticut and using the data provided by TRADS exclusively for the initiation of a telephone call or message to encourage the purchase or rental of, or investment in, property, goods or services, that is transmitted to a consumer; or (iii) will violate applicable laws or governmental regulations, including, without limitation, "do not call" legislation, consumer protection, securities, child pornography, obscenity, data privacy, data transfer and communications laws, export laws, or any other applicable international, federal, state or local laws or regulations.

10. **Real-time Incarceration and Arrest Search**. Subscribers use of TRADS' Real-time Incarceration and Arrest Search product is to be used for investigative purposes, including collections, skip tracing, and corporate due diligence purposes, and may not be used for program integrity (that is, integrity of public assistance programs to detect and deter fraud, waste and/or abuse and confirm compliance with applicable law) or for regulatory licensing purposes, without the prior written consent of TRADS.

11. **CARFAX Vehicle History Reports**. TRADS' CARFAX's vehicle history report (the "CARFAX Vehicle History Report") is generated by CARFAX through a CARFAX service that provides information regarding motor vehicle transactions (the "CARFAX Vehicle History Service"). Subscriber may use the CARFAX Vehicle History Report solely for the purpose of evaluating a vehicle for its internal business purposes and in no event may Subscriber use such information as a factor in evaluating any consumer's eligibility for credit, insurance, employment or any other permissible purpose under the FCRA. Subscriber shall not resell, redistribute, compile, alter or disseminate the

CARFAX Vehicle History Report in any way to any third party. Subscriber understands and acknowledges that (i) CARFAX is not a consumer reporting agency; (ii) the CARFAX Vehicle History Report only includes data regarding vehicles and has no bearing on any consumer's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living; iii) CARFAX collects data from public records and other sources to generate the CARFAX Vehicle History Report, and such information may contain errors and omissions and that errors can occur in data transmission; iv) CARFAX does not guarantee the accuracy or completeness of the CARFAX Vehicle History Report; v) CARFAX shall have no liability for errors or omissions with respect to the CARFAX Vehicle History Report or any information received through the CARFAX Vehicle History Service; vi) information that is available for some jurisdictions may not be available for other jurisdictions and that CARFAX may not have access to some information that may be available to other parties; vii) there may be a period of time between CARFAX's receipt of information and its inclusion into the CARFAX Vehicle History Service; viii) CARFAX does not provide any conclusions regarding the condition of any vehicle; ix) it will exercise its own independent judgment in determining the applicability, accuracy, reliability and suitability of the CARFAX Vehicle History Report for the permitted use, and Subscriber assumes full responsibility with respect to Subscriber's decisions and transactions using the CARFAX Vehicle History Report. If Subscriber or its Permitted Users notifies CARFAX when Subscriber believes there may be an error(s) in any CARFAX Vehicle History Report, CARFAX agrees to research any potential errors in the data, and Subscriber agrees to provide assistance and cooperation to CARFAX as necessary for CARFAX's research into such error(s). CARFAX MAKES AND SUBSCRIBER RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall CARFAX be liable for lost profits or special, indirect, incidental, consequential, punitive or exemplary damages arising under or in connection with the use of the CARFAX Vehicle History Report by Subscriber, or the performance of, or failure to perform, any obligations hereunder, even if CARFAX has been advised of the possibility of such damages. Subscriber understands and agrees that CARFAX will have no liability to Subscriber in connection with the CARFAX Vehicle History Report. Subscriber acknowledges and agrees that the CARFAX Vehicle History Report is a third-party product and/or service and that TRADS does not compile, produce, prepare, report, or provide the CARFAX Vehicle History Report.

12. **Verified Place of Employment (POE) Reverification and/or Credit**. Subscriber may use TRADS' Verified POE Services subject to the following additional terms and conditions. If Subscriber determines that any Verified POE information provided is inaccurate, Subscriber must notify TRADS of the inaccuracy within thirty (30) days of receipt of the Verified POE Information at issue from TRADS. The notice must describe the inaccuracy in detail to permit TRADS to investigate the matter. If the Verified Information at issue pertains to place of employment, the notification shall include, at a minimum, the reason for the inaccuracy accompanied by the Verified Information returned by TRADS. Within fourteen (14) days of TRADS's receipt of notification from Subscriber with the required information, TRADS will review, reverify and respond to Subscriber. Subscriber will promptly provide additional information as is reasonably request by TRADS to permit TRADS to conduct its review and reverification of the Verified Information at issue. If the Verified Information at issue is determined by TRADS to be inaccurate (such as, a false positive), Subscriber will receive a credit for applicable fee paid by Subscriber for such Verified Information. Such credit will be applied in the form an invoice credit on the next billing invoice.

13. **Prefill.** Subscriber may use the TRADS Services and Services Information for Prefill Use subject to the following additional requirements:

a. **Verification Step**. Subscriber's process flow must include a consumer and/or device verification step (i.e., prior to any information being prefilled) using industry-standard, commercially reasonable and appropriate measures to prevent fraud, misuse and/or unauthorized access, including, for example, two (2) factor authentication, with a text

message being sent to the consumer with a unique code, which the consumer would then enter to confirm they own the device.

b. **Consumer Consent for GLBA Data; No DPPA Data**. If Subscriber desires to receive GLBA-regulated data from the TRADS Services, Subscriber's GLBA permitted use must be as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer. Subscriber must obtain the consumer's consent to prefill information about such consumer on an application or form, prior to any information prefilled. The consent screen, page or pop-up must appear / be presented very close in time to the form or application being presented for prefill. Services Information from the TRADS Services that is subject to the DPPA may not be used for Prefill Use.

c. **Ancillary Display**. The information obtained by Subscriber for Prefill Use may only be displayed to the specific consumer that provided their consent for prefill in furtherance of the specific purpose for which it was obtained; that is, prefilling the application or form, and not displayed, provided, and/or used for any other purposes whatsoever.

d. **Subjects Returned on Output**. If multiple subjects (that is, more than a single identifiable subject) are returned for Subscriber's search query results from the TRADS Services, then Subscriber may not use the Services Information for Prefill Use. Rather, Subscriber is required to ask the consumer for additional information to refine the search query results to a single identifiable subject to use Services Information for Prefill Use.

e. **Information for Prefill**. If provided directly to the consumer, Subscriber may use the following information for Prefill Use once the consumer has been successfully authenticated: i) Top ranked Name(s); ii) Up to top 3 ranked Address(es); iii) Up to top 3 ranked Phone(s) and Phone Type(s); iv) Up to top 3 ranked Email(s); v) Age or DOB-Year; vi) SSN; and vii) Gender for Healthcare use only. DOB and SSN data-masking requirements do not apply for Prefill use. If provided to a Subscriber representative, such as a call center agent, Subscriber may only use the following information for Prefill Use: i) Name(s); ii) Address(es); iii) Phone(s), phone type; iv) Email(s); v) Age; vi) DOB; and vii) SSN. No other information obtained from the TRADS Services may be used for Prefill Use.

f. **Independent Verification of Information**. If the application or form for which Services Information is being used for Prefill Use progresses to a process that is subject to the FCRA—such as, for example, a loan, underwriting or other decisioning process, then the information that was prefilled on such application or form using Services Information must be confirmed and/or verified with the consumer directly and/or using data obtained from other sources.

g. **Separate Sub-Account**. For Prefill Use, Subscriber must access through a separate TRADS user account (sub-account) from the primary TRADS user account (master account) Subscriber's uses to access the TRADS Services and Services Information. Subscriber shall cooperate with TRADS in setting up and activating such separate user account. Prefill Use activity shall only be run through such separate (sub) account, and not through the primary (master) account.

14. Access, Use and Security Requirements.

a. **Access**. TRADS Services, including those accessed via VPN, may only be accessed from physical locations located within the United States unless TRADS provides advance written consent. TRADS reserves the right to immediately suspend or terminate the TRADS Services if Subscriber accesses the TRADS Services or Services Information from outside the United States. TRADS reserves the right to determine the equipment or software required to access the TRADS Services. Subscriber will: (i) control, track and monitor access to the TRADS Services by Subscriber using reasonable and appropriate administrative, technical, and physical security safeguards; (ii) prevent any access or use not in conformance with this Agreement; (iii) maintain records sufficient to demonstrate compliance with its obligations under this Agreement; and (iv) meet any minimum access,

authentication and security requirements TRADS may require, as may be modified over time. TRADS may use one or more cloud providers in connection with the provision of the TRADS Services.

b. **API.** Subscriber may be able to access the TRADS Services via TRADS' application programming interface ("API") if Subscriber implements, updates and maintains access to TRADS' interface. Subscriber agrees to comply with current Payment Card Industry (PCI) session encryption standards (currently Transport Layer Security (TLS) 1.2 or higher), as well as any additional minimum security requirements TRADS may require, as may be modified by TRADS from time to time. Unless otherwise agreed to in writing by TRADS, Subscriber shall engage a nationally-recognized, industry-leading third party at least annually to conduct a SOC 2 Type II (or equivalent) audit and independent penetration tests of such Party's external-facing network, internal environment, and applications. Subscriber shall use commercially reasonable efforts to promptly implement any changes to the minimum-security requirements and agrees to re-certify its compliance at TRADS' request.

c. **Use**. Subscriber shall not use the TRADS Services and/or Services Information for any impermissible purpose under applicable laws or regulations. Subscriber's use of the TRADS Services and Services Information must comply with the terms of this Agreement. Subscriber may not identify TRADS as the source of the Services Information, and the TRADS Services may not be delivered or resold to or filed with third parties. Subscriber shall not, directly or indirectly, i) copy, decompile, disassemble or otherwise reverse engineer any part of the TRADS Services; ii) modify, translate, or otherwise create any derivative works based upon the TRADS Services; iii) distribute, disclose, market, rent, lease, assign, sublicense, pledge or otherwise transfer the TRADS Services or any materials derived therefrom, in whole or in part, to any third party for any purpose other than as expressly permitted in this Agreement; or iv) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on the TRADS Service. Subscriber represents and warrants it has the right and/or authorization to provide and/or make available any and all inquiry data and/or input data, including, but not limited to, data obtained from third parties to TRADS for its use in providing the TRADS Services.

d. **Security**. Subscriber shall implement, and shall take sufficient measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards ("Safeguards") consistent with industry standards and applicable regulatory guidance designed to: (i) ensure the security and confidentiality of personal information or similar terms as defined under applicable laws ("Personal Information"); (ii) protect against anticipated threats or hazards to the security or integrity of Personal Information; and, (iii) protect against unauthorized access or use of Personal Information. Subscriber shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information and to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure including without limitation, ensuring that Subscriber's intentional deletion, destruction and/or disposal of Personal Information (whether in electronic format or on tangible media) is performed in a manner so as to reasonably prevent its misappropriation or unauthorized use in accordance with industry standards (e.g., NIST SP 800-88 rev.1, or its successor standard. Subscriber must: (i) employ appropriate policies and procedures to control access and security of usernames, passwords, and terminal access for TRADS Services and (ii) not access and/or use the TRADS Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by TRADS. Any password / TRADS ID issued to a Subscriber is personal and confidential to the Subscriber. If TRADS suspects that any such password / ID is being used by an unauthorized user or a different authorized user to the person to whom it was issued, that password / ID may be cancelled and Subscriber may be responsible for additional fees or charges. Subscriber agrees to be responsible for all access to and use of the TRADS Services and Services Information by Subscriber. Subscriber agrees to ensure all use of the TRADS Services and Services Information by Subscriber complies with Agreement and applicable law. Unless otherwise agreed to by TRADS in writing, Subscriber will promptly (but in no event later than twenty-four (24) hours after the

occurrence) notify TRADS at SecurityIncident@TransUnion.com of any breach of security involving the TRADS Services.

e. **Third-Party Providers**. If Subscriber will utilize a third party ("Third-Party Provider") to access or use the TRADS Services and/or Services Information, Subscriber shall ensure any such Third-Party Provider complies with TRADS' technical specifications and access and security requirements. Subscriber authorizes such Third-Party Provider to act on Subscriber's behalf using Subscriber's user credentials and other required authentication information. Certain features and/or functionality and searches and/or reports may not be available to Subscriber when accessing the TRADS Services via third-party platform, application or interface. TRADS is not responsible for errors in configuration, authentication, and/or provisioning by any Third-Party Provider used by Subscriber. Subscriber shall be solely liable for and indemnify TRADS with respect to any of its, Permitted Users' or Third-Party Provider's actions or omissions.

f. **Cooperation**. Subscriber shall fully cooperate with TRADS in mitigating any damages due to any misappropriation or unauthorized use or disclosure of any TRADS Services or Services Information. Such cooperation shall not relieve Subscriber of any liability it may have. Subscriber agrees that to the extent any such unauthorized use, unauthorized disclosure, misappropriation, or other event is due to Subscriber's (including, without limitation, its employee's, or Third-Party Provider's) negligence, intentional wrongful conduct, or breach of this Agreement, Subscriber shall be responsible for any required consumer, public and/or other notifications, and all costs associated therewith; provided however, that other than except to the extent required to comply with applicable law, Subscriber shall make no public notification of such misappropriation and/or unauthorized disclosure without TRADS' prior written consent, and, with respect to any such notifications required by law, Subscriber shall not use any TRADS trade name, trademark, service mark, logo, in any such notifications without the prior written approval of TRADS.

15. **Audit.** During the term of the Agreement and for a period of three (3) years thereafter, Subscriber shall maintain reasonable and sufficient books and records to demonstrate compliance with the terms of the Agreement and make such books and records (including any policies, procedures and other records) available to TRADS no more than once per year upon reasonable request to ensure compliance with the Agreement. Subscriber agrees to provide full and reasonable cooperation with any audit conducted, and any failure by Subscriber to respond or cooperate with an audit request shall be considered a material breach of this Agreement. The foregoing notwithstanding, regardless of any prior audit conducted by TRADS, TRADS shall have the right to exercise its audit rights in the event that: (i) a material breach of the Agreement has occurred; (ii) TRADS has a good faith reason to believe there has been a material breach of the Agreement; or (iii) more frequent audits are required to meet TRADS' regulatory requirements. Violations discovered in any review or audit may be subject to immediate action including, but not limited to, legal action, suspension of the provision of TRADS Services, termination of the Agreement, reactivation fees, and/or referral to federal or state regulatory agencies.

16. Confidentiality; Reservation of Rights.

a. Subscriber shall hold in confidence and shall not disclose, in whole or in part, information relating to TRADS' business, including, without limitation, products, services, systems, processes, pricing, data sources, test results, and other TRADS technical and financial information, including the terms of the Agreement, as well as TRADS Services and Services Information, and any analyses, compilations and reports derived from any of the foregoing.

b. TRADS and Subscriber acknowledge that they each may have access to confidential information of the disclosing party relating to the disclosing party's business including, without limitation, user guides, configuration or options documents, data sources, data flows, API specifications, business processes and business process flows, reports, records, written designs, specifications, requirements, operations manuals, training materials, technical,

financial, strategies and related information, computer programs, algorithms, knowhow, processes, ideas, inventions, schematics, trade secrets, and other information (whether written or oral), and in the case of Services Information, product information, pricing information, product development plans, forecasts, the TRADS Services, and other business information ("Confidential Information").

c. Confidential Information shall not include information that: (i) was known to the receiving party, as demonstrated through its written records, prior to the time of receipt; (ii) is or becomes public or available to the general public (through no improper action or inaction by the receiving party); (iii) was independently developed without use of any Confidential Information of the disclosing party by employees of the receiving party who have had no access to such Confidential Information; (iv) was lawfully disclosed to the receiving party by a third-party and received in good faith and without any duty of confidentiality by the receiving party or the third-party; or (v) is used or disclosed with prior written approval of the disclosing party.

d. Each receiving party agrees not to disclose any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. If Subscriber requires TRADS to provide Confidential Information via any Subscriber-authorized third-party provider or portal, Subscriber remains responsible for all actions or omissions of any such authorized third party regarding any use or misuse of TRADS's Confidential Information.

e. Notwithstanding the foregoing, the receiving party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving party shall give the disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

f. Each party's obligations with respect to Confidential Information shall continue for the term of Agreement and for a period of three (3) years thereafter, provided however, that with respect to trade secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a trade secret.

g. If a receiving party has or acquires actual knowledge of any breach of the confidentiality of, or the misappropriation of, any Confidential Information received under this Agreement, such party shall promptly give notice thereof to the other party.

h. Neither party shall issue any news releases, advertising or promotional releases relating to this Agreement without the prior written approval of the other party. Such approval shall not be unreasonably withheld. Prior to responding to any inquiry, that either party receives from news media concerning this Agreement, the parties shall coordinate their responses with each other.

i. Subscriber acknowledges that TRADS has expended considerable time, effort, and funds to create, compile and generate the TRADS Services and Services Information. Except for the limited access and use rights granted in the Agreement, TRADS and its data sources retain all respective rights, titles and interests in the TRADS Services and Services Information, and Subscriber is not granted any ownership rights or title thereto, whether by estoppel or otherwise. Subscriber shall not use the TRADS Services or Services Information in any way that may infringe any copyright or other proprietary interests of TRADS or a third party. TRADS shall own Subscriber's search inquiry and/or input data used to access the TRADS Services and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations.

17. **Drivers Privacy Protection Act ("DPPA") Data**. If Subscriber receives TRADS Services subject to DPPA, Subscriber certifies that the TRADS Services will only be used for one of the following permitted uses under the DPPA:

a. Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.

b. Use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and, if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.

c. Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court or agency, or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.

d. Use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating, or underwriting.

e. Use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49, U.S. Code.

f. Use by any licensed private investigative agency or licensed security service for any purpose described above.

18. **Fair Credit Reporting Act.** TRADS is not a "consumer reporting agency," and the TRADS Services do not constitute "consumer report(s)," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") and are not subject to the FCRA requirements relating to disputes, access, accuracy or otherwise. Accordingly, the TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment, or for any other purpose contemplated by the FCRA. If Subscriber is using TRADS Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third party, Subscriber shall not use TRADS Services to revoke consumer credit or accelerate consumer payment terms or otherwise change such terms in a manner adverse to a consumer.

19. **Gramm-Leach-Bliley Act ("GLBA") Data**. If Subscriber receives TRADS Services subject to GLBA, Subscriber certifies that the TRADS Services will only be used for one or more of the following permitted uses under Section 6802(e) of the GLBA:

a. As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer;

b. To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;

c. For required institutional risk control, or for resolving consumer disputes or inquiries;

d. For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer;

e. For use solely in Subscriber's fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer;

f. To the extent specifically permitted or required under laws other than the GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety; or

g. To comply with federal, state, or local laws, rules, and other applicable legal requirements.

20. **Indemnity**. Subscriber shall indemnify, defend and hold harmless TRADS and its officers, directors and employees, from and against any third party's claims, suits, damages, and losses, including reasonable attorneys' fees and costs, arising out of or in connection with: (i) Subscriber's use of TRADS Services or Services Information derived therefrom; (ii) Subscriber's violation of any applicable federal, state or local law, regulation, rule, ordinance or judicial or administrative ruling; and (iii) Subscriber's breach of this Agreement. TRADS may, at its election and expense, be represented by counsel of its choice and be present at all associated proceedings. Subscriber may not settle or consent to the entry of any judgment without the prior written consent of TRADS, which shall not be unreasonably withheld, conditioned or delayed. If Subscriber is a governmental entity, these indemnity obligations will not apply only to the extent providing indemnity: (a) violates a law or regulation applicable to Subscriber as a government entity; (b) usurps powers delegated to a legislative body; or (c) results in expenditures in advance of or in excess of appropriations.

21. **Limitation of Liability**. In no event shall TRADS or its representatives, including parents, subsidiaries, and affiliates, be liable in any manner whatsoever to Subscriber or any third party for any claims, losses or liability of any kind related to or arising from i) Subscribers use of the TRADS Services or Services Information and ii) TRADS' procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the TRADS Services or Services Information. **TRADS' ENTIRE AGGREGATE LIABILITY TO SUBSCRIBER UNDER THE AGREEMENT IS LIMITED TO DIRECT DAMAGES NOT EXCEEDING THE FEES PAID BY SUBSCRIBER FOR THE TRADS SERVICES WHICH GIVE RISE TO ANY SUCH CLAIM. IN NO EVENT SHALL TRADS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. ADDITIONALLY, TRADS SHALL NOT BE LIABLE FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED**.

22. **Representations and Warranties**. Subscriber represents and warrants that: (i) it has the authority to enter into and perform under this Agreement; (ii) it has the right to give TRADS the rights set forth in this Agreement; (iii) it has the right to provide any and all information including, but not limited to, data obtained from third parties, to TRADS, and to allow TRADS to provide the same to any authorized TRADS subcontractors, for use in performance of the TRADS Services; (iv) it shall not build, accumulate, store, enhance, create, modify, develop, publish, or maintain any database, list, directory, or similar product and/or service including, or derived from, the TRADS Services; (v) it shall destroy the Services Information when no longer needed for the purpose(s) for which they were provided; and (iv) it has implemented an information security program that substantially conforms to the standards set forth and maintained by the National Institute of Standards and Technology ("NIST"). **Disclaimer of Warranties**. **The TRADS Services are provided 'as-is' and 'as-available', with no warranties of any kind, whether express, implied in fact or by operation of law, or statutory, including without limitation, those as to quality, non-infringement, accuracy, completeness, timeliness, or currentness, and those warranties that might be implied from a**

course of performance or dealing or trade usage and warranties of merchantability and fitness for a particular purpose.

23. **Product Changes**. TRADS reserves the right to add new features and/or data sources to the TRADS Services and discontinue existing features and/or data sources from time to time, without notice and in its sole discretion. TRADS may not be the source of the data within the TRADS Services, nor is TRADS a comprehensive source of that data. TRADS may also limit or impose restrictions and/or prohibitions on Subscriber's use of some or all of TRADS Services resulting from a modification to a TRADS policy, a modification to a third-party agreement, change in industry standards, security incident, or change in law, rule, or regulation.

24. **Subscriber Requirements.**

a. **Credentialing and Notification of Changes.** Subscriber acknowledges and agrees that TRADS will grant Subscriber access to the TRADS Services only if Subscriber meets, and continues to meet, TRADS' credentialing standards. Subscriber agrees to reasonably cooperate with TRADS' credentialing procedures, including, but not limited to, submittal of a completed application for access to the TRADS Services (the "Application"), a review of Subscriber's business records and information, and, as applicable, a physical inspection of Subscriber's business premises. Subscriber shall notify TRADS immediately of any changes to the information on the Subscriber's Application by email to accountupdate@tlo.com. Subscriber acknowledges that changes to the business location, classification or other material facts may be subject to re-credentialing by TRADS. TRADS reserves the right to terminate the license to use TRADS Services without further notice.

b. **Feedback Data.** Subscriber may provide specific feedback to TRADS from time to time regarding specific TRADS Services. TRADS, its affiliates and any third-party service providers may use Feedback Data and data collected from Subscriber in connection with Subscriber's use of the TRADS Service to: (i) deliver the TRADS Services; (ii) operate, improve, and support the TRADS Services; and (iii) corroborate the association of data points within their data repositories. Subscriber hereby assigns to TRADS, its affiliates and any third-party services providers all rights, titles and interests in and to all Feedback Data.

25. **Termination**. Unless provided otherwise in writing, either party may terminate this Agreement at any time for any reason upon notice to the other party. Failure to comply with the terms of the Agreement and/or applicable laws, rules, regulations and regulatory directives may result in immediate suspension and/or termination of Subscriber's access to and use of the TRADS Services. Upon termination or expiration of the Agreement, Subscriber shall immediately cease use of the TRADS Services and Services Information and promptly (within three (3) business days) return to TRADS or destroy the Services Information using industry standard measures to prevent unauthorized access to or use of the Services Information. Upon request, Subscriber shall certify in writing to TRADS that such return or destruction has occurred.

26. **Miscellaneous.**

a. **Assignment**. Neither party may assign or otherwise transfer the Agreement, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed. However, either party may assign or transfer the Agreement without the other party's consent (a) in connection with a merger, acquisition, or sale of all or substantially all of such party's assets, or (b) to an Affiliate or as part of a corporate reorganization; provided, however, that prior to such assignment by Subscriber, the subsequent assignee meets all of the TRADS credentialing requirements and is deemed, in TRADS's sole discretion, a non-competitor of TransUnion's. Any assignment or transfer in violation of this will be void. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

b. **Compliance with Laws**. Each party agrees to comply with all applicable laws or governmental regulations, including, without limitation, any and all applicable federal, state, or local law, rule or regulation, regulatory directive, or binding administrative or court decision, “do not call” legislation, consumer protection, securities, child pornography, obscenity, data privacy, data transfer and communications laws, export laws, or any other applicable international, federal, state or local laws or regulations. Changes in the performance of TRADS' obligations under this Agreement necessitated by TRADS’ good faith interpretations of any applicable law, regulation, judicial or regulatory action or license rights shall not constitute a breach of this Agreement.

c. **Conflict**. If there is a conflict between the terms of the documents constituting the Agreement, the order of precedence is as follows, unless expressly agreed otherwise by TRADS and Subscriber: Pricing Addendum, Terms and Conditions, then Subscriber Agreement. To the extent that any TRADS Services rely upon or use information from any third-party sources, then those sources shall be intended third-party beneficiaries with all rights and privileges of TRADS. TRADS, and any such sources (as intended third-party beneficiaries), are entitled to enforce the Agreement directly against Subscriber.

d. **Force Majeure**. Except for Subscriber’s payment obligations, neither party shall be liable to the other for failure to perform or delay in performing under the Agreement if, and to the extent, such failure or delay is caused by conditions beyond its reasonable control. Such conditions include, but are not limited to, acts of God; failure of utilities; strikes, boycotts or other concerted acts of workmen; Laws, regulations or other orders of public authorities; military action, state of war, acts of terrorism, or other national emergency; fire or flood; pandemic or public health crisis. The party affected by any such force majeure event or occurrence shall give the other party written notice of said event or occurrence as soon as practicable.

e. **Governing Law**. The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois regardless of the laws that might otherwise govern under applicable Illinois principles of conflicts of law and excluding the United Nations Convention on Contracts for the International Sale of Goods. If Subscriber is a governmental entity, the Agreement shall be governed by and construed in accordance with the laws of the State in which Subscriber’s principal place of business is located, without reference to its choice of law rules, or, if Subscriber is a U.S. federal government entity, then by U.S. federal laws.

f. **Injunctive Relief**. Subscriber agrees that any breach by Subscriber of its Agreement with TRADS may cause TRADS immediate and irreparable harm and that TRADS shall be entitled to seek equitable relief, including but not limited to preliminary and permanent injunctive relief, without the necessity of providing any actual damages sustained by TRADS, and without having to post a bond, in addition to any and all other remedies available at law or in equity. Moreover, any such award of relief to TRADS shall include recovery of all actual and reasonable costs associated with enforcement of this Agreement including, without limitation, attorneys’ fees.

g. **Modifications**. Modifications to the Agreement are only binding upon TRADS if contained in a written amendment signed by authorized representatives of TRADS. These Terms and Conditions are subject to change from time to time. Changes, modifications, additions or deletions to these Terms and Conditions shall be effective immediately upon any reasonable notice, including, posting the updated Terms and Conditions online. Accordingly, Subscriber should periodically review these Terms and Conditions and by continuing to access the TRADS Services, Subscriber acknowledges and agrees that it shall be bound by any such modifications. The section numbering and headings in these Terms and Conditions are provided for convenience only. Any changes, modifications, additions or deletions to these Terms and Conditions which result in a section numbering and/or heading change shall not impact the substance of the underlying provision itself.

h. **Publicity.** Subscriber shall not advertise or otherwise disclose in any manner to any third party, directly or indirectly, that TRADS is the source of the TRADS Services, TRADS Data, or any information derived therefrom unless Subscriber first obtains the prior written consent of TRADS.

i. **Relationship**. The parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the parties hereunder shall be deemed to create an agency, partnership, employment, outsourced servicer or joint venture relationship between the parties.

j. **Severability**. If any provision of the Agreement is or becomes void or unenforceable by law, the other provisions shall remain valid and enforceable.

k. **Survival**. Except for TRADS's obligation, if any, to provide Services under the Agreement, all provisions of the Agreement that are designed and intended to survive any termination of this Agreement including disclaimer of warranties, access to and use of the TRADS Services, audit, limitation of liability, indemnification, Subscriber's release of claims, confidentiality and payment shall survive any such termination.

l. **Third Party Beneficiaries.** To the extent that any TRADS Services rely upon or use information from any third-party sources, then those sources shall be third-party beneficiaries with all rights and privileges of TRADS. TRADS, and any such sources (as third-party beneficiaries), are entitled to enforce this Agreement directly against Subscriber.

Updated: November 5, 2025

TransUnion

Exhibit B
Pricing Addendum

PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the below-identified Agency ("Agency"). The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.

2. **Fees and Charges**. Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.

3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect to the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings given to them in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank. Signature page follow on the attached Pricing Sheet]

Docusign Envelope ID: 9FED909E-EA3D-8DAA-80D7-DF6359FD18A8

TransUnion

PRICING SHEET to Pricing Supplement

Agency: County of Galveston, Texas.

Agency ID: 6861715.

TRADS Services: TLOxp® Online – Non Batch LE Per Seat.

Effective Date: 05/01/2026

Supplement Term: 12 month(s) without auto-renewal.

Minimum Seats: 5 **at** USD 165.00 **per month, per seat** (the "Per Seat Pricing"). In no event shall the number of seats be reduced below the Minimum Seats during the Supplement Term.

Additional Seat(s) Above Minimum Seats. Additional seats will be charged at the same Per Seat Pricing (specified above). If Agency adds to the number of seats above the Minimum Seats during a billing period, the charges and transactions will be prorated. Reductions in additional seats added above the Minimum Seats will take effect from the first day of the next billing period.

Number of Monthly Transactions Per Seat: Unlimited. The Per Seat Pricing includes the Number of Monthly Transactions Per Seat.

INCLUDED SEARCHES AND REPORTS:
The Per Seat Pricing includes all searches and reports currently offered through the TRADS Services as of the Effective Date, with the exception of the searches and reports listed below ("Excluded Items"), unless checked below, in which case, the checked items are included in the Per Seat Pricing.

	TruLookup Social Media Comprehensive Report	X	TruLookup Comprehensive Report – Person
	TruLookup Super Reverse Phone Lookup	X	TruLookup Comprehensive Report – Business
X	TruLookup Relationship Mapping	X	TruLookup Address Report
	TruLookup Real-Time Phone Carrier Search	X	TruLookup Locate with Assets Report
	TruLookup Real-Time Arrests & Incarcerations	X	TruLookup Phone Report
	TruLookup Contact Trace Report		

The Excluded Items are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Items are in addition to the Per Seat Pricing. TRADS reserves the right to exclude (as Excluded Items) future released searches and/or reports from the per seat pricing.

OVERAGE TRANSACTION PRICING:
Transactions exceeding the Number of Monthly Transactions Per Seat ("Overage Transactions") will be subject to TRADS's then-current fees and charges on a per Transaction basis, except as specified otherwise below and as subject to Agency's data access rights. Fees and charges for Overage Transactions are in addition to the Per Seat Pricing.

"Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or a report).

Docusign Envelope ID: 9FED909E-EA3D-8DAA-80D7-DF6359FD18A8

Agency acknowledges and agrees that Agency's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

County of Galveston, Texas ("Agency")

By: _____
Representative

_____
Full Name

_____
Title

_____
Date Signed

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*36.

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

Consideration of extension of the incident management agreement with RBEX Inc. submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/1/26 10:09 am
2	Dianna Martinez	Approve	5/4/26 2:04 pm

Date: May 11, 2026

RBEX Inc. dba Apple Towing Co.
Attn: Michael W. Scully, President
8511 S. Sam Houston Pkwy E., 2nd Floor
Houston, TX 77075

Re: **Extension of Towing Management Agreement – May 2026 Event Period**

Mr. Scully:

Galveston County and the Galveston County Sheriff's Office hereby issue this formal notice of extension to the **Towing Management Agreement dated May 14, 2025**, between Galveston County / GCSO ("Agency") and RBEX Inc. dba Apple Towing Co. ("Apple Towing").

Pursuant to Section 6 of the Agreement, the Agency is extending the term of the Agreement to ensure continued operational readiness and towing coordination support for an event. The Agreement is hereby extended as follows:

1. Extension Period The term of the Agreement is from **May 14, 2026, through May 17, 2026, or the end of the event, whichever occurs first,** in accordance with section 6. Term of Agreement.

2. Scope of Services All duties, responsibilities, and operational requirements outlined in the original Agreement—including dispatch coordination, rotational management of approved towing providers, fee administration, and management of designated storage areas—shall remain in full force and effect during the extension period.

3. Fees and Compensation All towing fees and the Galveston County administrative fee shall continue to apply as set forth in the Agreement. Apple Towing shall continue to collect, distribute, and administer fees in accordance with Sections 3 and 4 of the Agreement.

4. Post-Event Storage Provisions The post-event storage provisions in Section 5 shall remain applicable for any vehicles processed.

Please provide written acknowledgment of your acceptance of this extension. The County appreciates Apple Towing's continued partnership and operational support.

Galveston County

_____
Mark Henry, County Judge

Agency-GCSO

_____
Jimmy Fullen, Sheriff

Apple Towing

Michael Scully, President

RBEX Inc.

TOWING MANAGEMENT AGREEMENT

This Towing Management Agreement (the "Agreement") is made and entered into on May 14, 2025, by and between:

Authorized Agent:
RBEX Inc. dba Apple Towing Co.
President: Michael W. Scully
8511 S. Sam Houston Pkwy E., 2nd Floor, Houston, TX 77075
Phone: 281-723-1020
Email: mscully@appletowing.com

Agency:
Galveston County and Galveston County Sheriff's Office
Attn: Thomas Maffei
601 54th St, Galveston, TX 77551
Phone: 409-766-2300
Email: [illegible]

---

1. **Recitals**
   WHEREAS, the Galveston County Sheriff's Office ("Agency") is preparing for increased law enforcement activity from 3:00 PM on May 15, 2025, through 5:00 PM on May 19, 2025, from High Island, TX to the Galveston Island Ferry during which motor vehicles may be towed and stored for various violations of law;

   WHEREAS, the Agency desires to enter into this Agreement with RBEX Inc. dba Apple Towing Co. ("Apple Towing") for the coordination, management, dispatch, towing, and storage of all towed and stored vehicles during this designated period and designated area;

   WHEREAS, Apple Towing will provide operational oversight, including receiving dispatch requests from the Agency, dispatching services to approved local towing providers on an agreed rotational basis, and managing the designated areas;

   WHEREAS, the Agency shall provide security for the approved storage areas, and Apple Towing shall ensure that towed vehicles are handled and processed in accordance with this Agreement;

   WHEREAS, Apple Towing Co. agrees to conduct its operations in a professional and ethical manner, adhering to all applicable industry standards, policies, and procedures throughout the duration of this Agreement;

WHEREAS, all towing fees charged will follow the Galveston County authorized rate schedule, and an agreed Galveston County administrative fee;

WHEREAS, any vehicle remaining in the storage areas on May 19, 2025, will then be transferred out to an authorized storage facility without assessment of an additional second tow fee, and the County will agree to waive its administrative fee;

NOW, THEREFORE, subject to the terms and conditions herein, the Agency and Apple Towing Co. agree to the responsibilities and compensation set forth below.

2. **Duties of the Agency**
   a. The Agency shall provide 24-hour security at the designated Galveston County storage areas located at Lauderdale Boat Ramp on Yacht Basin Rd., Bolivar Peninsula, TX.
   b. The Agency shall oversee and have authority over the lawful towing, impounding, storage, and release of all vehicles during the designated period and the designated areas.
   c. The Agency has the authority to expand the designated event period and/or the designated operational area, and to authorize Apple Towing to continue providing services under the terms of this Agreement for any such extended scope as mutually agreed between the parties.
   d. The Agency will provide a list of all authorized and approved towing providers. The Agency may add additional providers based on demand, and Apple Towing will utilize these additional providers as directed by the Agency.

3. **Duties of Apple Towing Co.**
   a. Apple Towing shall receive all towing requests during the designated period.
   b. Apple Towing shall dispatch each towing request to the next available authorized towing provider located and staged in the designated areas, using a fair and even rotation system based on availability and response time.
   c. Apple Towing shall establish, manage, and operate the Galveston County designated areas for towed and stored vehicles. All fees related to towing will be available on a non-consent tow fee schedule attached hereto as exhibit "A".
   d. Apple Towing shall collect and distribute all approved towing and administrative fees.
   e. Apple Towing Co. shall distribute all towing fees to each participating towing provider within five (5) business days following completion of the tow, unless the originating provider elects to assume custody and relocate the vehicle to their storage facility in lieu of receiving payment for the initial tow, at which point the towing provider shall follow the Galveston County Sheriff's Office Policy & Procedures for Towing Companies and Tow Truck Operations.

4. **Fees and Compensation**
   a. Towing Fee: As authorized in the Galveston County Policy & Procedures for Towing Companies and Tow Truck Operations.
   b. Galveston County Administrative Fee: $ 275.00 per vehicle.

c. Apple Towing Co. agrees to retain the Galveston County administrative fee as compensation for the management, dispatch, towing, and storage of all vehicles authorized during the designated period and within designated Galveston County storage areas, as authorized by the Agency and any additional participating agencies.

---

5. **Post-Event Storage**
   a. Any vehicle remaining in the storage yard on May 19, 2025, or before as directed, may be removed and transported by an authorized towing provider to an approved and authorized storage facility. The authorized towing provider removing the vehicle agrees to pay the originating tow fee to Apple Towing, unless they were the originating towing provider.
   b. No second tow fee shall be charged for this relocation, nor will the second tow fee be charged to the customer if relocated.
   c. The Agency also agrees to waive any administrative fee previously assessed. In addition, Apple Towing will also waive any expenses against this waived administrative fee.

---

6. **Term Of Agreement**
   This Agreement shall commence on May 15, 2025 and shall continue in force and effect until the end of the event on May 19, 2025 or extended by mutual agreement of the parties.

---

7. **Liability**
   Apple Towing Co. is an independent contractor, not an employee or agent of the Agency.

---

8. **Indemnification**
   Apple Towing Co. shall defend, indemnify, and hold harmless the Agency from any claims arising from the actions or omissions of Apple Towing Co., its employees, or subcontractors, in the performance of this Agreement.

---

9. **Severability**
   Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity without invalidating the remainder of the remaining provision of this Agreement.

10. Assignment

This Agreement may not be assigned by any party.

---

11. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

---

12. Entire Agreement

This Agreement embodies the entire agreement and understanding between the parties concerning the matters covered within the contract.

---

13. Amendment

This Agreement may be amended by mutual agreement between the parties.

---

14. Governing Law

This Agreement shall be construed and enforced by and governed by the law of the State of Texas. The parties hereto agree that this Agreement was entered into and is performable in *Galveston* County, TX.

---

15. Counterparts

This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

Agency	Authorized Agent
Signature	Signature
Name Jimmy Fullen	Name Michael Scott
Title Sheriff	Title President
Date May 12, 2025	Date 5/2/25

Signature:
Mark Henry, County Judge
Date: May 12, 2025

EXHIBIT A

Rates and Fees

A. There will be no charge for initial application, records update, or annual renewal applications.

B. This policy shall not regulate fees charged for consented tows. Such fees are set through policies of the towing company or negotiation between the consenting party and the towing company.

C. Towing companies may charge the following maximum fees for non-consent tows:

1. Standard tow:	$150.00
2. Motorcycle tow:	$175.00
3. Heavy-Duty:	$250.00 + $150/hr or partial hr excluding tow time
4. Submerged Vehicle tow:	$200.00 + $150.00 per hour after 1st hour
5. Trailer with or w/o vehicle:	$150
6. Boat with or w/o trailer:	$150.00
7. Drop Fees:	$127.00 Light Duty $178.00 Medium Duty $229.00 Per Unit $458 Max for Heavy Duty

SPECIAL SERVICES

1. Dolly Fee:	$45.00 + Standard Tow
2. Ditch/Sand Pull:	$65.00 + Standard Tow (if towed)
3. Rollover:	$85.00 + Standard Tow (if towed)
4. Shift transmission under car:	$20.00 + Standard Tow (if towed)
5. Remove Drive Shaft:	$30.00 + Standard Tow (if towed)
6. Change Tire:	$15.00 + Standard Tow (if towed)

OTHER FEES

1. No Keys:	$35.00 + Standard Tow (if towed)
2. Cleanup Fee:	$35.00 + Standard Tow (if towed)
3.Storage:	$5.00 - $20.00/day for vehicle 25' in Length or less $35.00/day for vehicle greater than 25' -Prices are including per partial day no matter the length
4. Services not Listed	$150.00/hr Heavy duty $75.00/hr All others
5. Impound Fee	$10.00 (Protective measures)
6. Notification Fee	$25 (per statute)

NOTE: Any fees not listed above may not exceed the maximum TDLR rates

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*37.

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

Consideration of accepting a donation for housing accommodations with an estimated value of $500.00 per night from multiple property owners of Bolivar Peninsula for occupancy by the Galveston County Sheriff's Office for May 14, 2026, through May 18, 2026, submitted by the Sheriff's Office

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/1/26 3:55 pm
2	Dianna Martinez	Approve	5/1/26 5:34 pm

Name	Address	Link	Actual Beds	Total Weekend Costs:
Shelly McGregor	2004 Lakeview Crystal Beach, TX 77650	airbnb.com/h/bolivarbeachsidegetawa	3	600
Diana Burton	1981 Matt Drive	https://bookings-bolivarescapes.escapia.com/Unit/Details/276973	4	800
Larry Richard	986 Nassau crystal beach to 77650	https://www.airbnb.com/rooms/45699223?unique_share_id=a45f35c4-6834-48ea-9532-de42daa4078c&viralityEntryPoint=1&s=76	4	800
Beth Stowe	1017 N Tinkle Ln Crystal Beach, TX 77650	https://www.airbnb.com/rooms/1630204694175092072?unique_share_id=02b86743-a15a-4462-841c-4192a4a9c8f9&viralityEntryPoint=	5	800
Danna Dee Nino	831 S. Melody Lane Port Bolivar TX 77650	https://vrbo.onelink.me/ltNz/uhpqvtf	4	600
Bolivar Escapes/ Remax on the Water	905 Sage	https://bookings-bolivarescapes.escapia.com/Unit/Details/275747	3	800
Bolivar Escapes/ Remax on the Water	1107 Waco	https://bookings-bolivarescapes.escapia.com/Unit/Details/275653	3	800
Bolivar Escapes/ Remax on the Water	972 Hamilton	https://bookings-bolivarescapes.escapia.com/Unit/Details/275741	6	800
Bolivar Escapes/ Remax on the Water	1968 Avenue G	https://bookings-bolivarescapes.escapia.com/Unit/Details/275769	4	800
Bolivar Escapes/ Remax on the Water	1931 Ave. F	https://bookings-bolivarescapes.escapia.com/Unit/Details/275748	4	800
Bolivar Escapes/ Remax on the Water	1951 Ave. F	https://bookings-bolivarescapes.escapia.com/Unit/Details/279938	5	800
Bolivar Escapes/ Remax on the Water	845 South Mounk House	https://bookings-bolivarescapes.escapia.com/Unit/Details/275799	2	800
Bolivar Escapes/ Remax on the Water	3088 Crabby Patty	https://bookings-bolivarescapes.escapia.com/Unit/Details/275788	5	800
Bolivar Escapes/ Remax on the Water	1760 Rainbow Rd	https://bookings-bolivarescapes.escapia.com/Unit/Details/277036	4	800
Bolivar Escapes/ Remax on the Water	1967 Avenue J	https://bookings-bolivarescapes.escapia.com/Unit/Details/275767	6	800
Bolivar Escapes/ Remax on the Water	1005 Madison Avenue	https://bookings-bolivarescapes.escapia.com/Unit/Details/275759	9	800
Bolivar Escapes/ Remax on the Water	831 South Mounkhouse	https://bookings-bolivarescapes.escapia.com/Unit/Details/275704	3	800
Dayna Caldwell	1011 Honeysuckle	https://www.airbnb.com/rooms/1491528386084723613?unique_share_id=210331ef-f4f5-4a5b-93db-bd96782c376a&viralityEntryPoint=1&s=76	1	400
Dayna Caldwell	100 Mea Cir N	https://www.airbnb.com/rooms/1634969454704426370?unique_share_id=410ecc47-ff0d-4c82-aaed-2f57df16cc71&viralityEntryPoint=1&s=76	1	400
Dayna Caldwell	4405 Ranger	https://www.airbnb.com/rooms/1491464238089161885?unique_share_id=a9338430-0a18-48f6-a8e3-7e3cf6c4b22c&viralityEntryPoint=1&s=76	4	600
Cheryl Yale	2138 Vista, Crystal Beach	https://www.airbnb.com/rooms/1567631603028968709?viralityEntryPoint=1&s=76 (cleaning fee 159)	3	600
Steven Dengler	976 S Stingaree	http://www.vrbo.com/51447	5	700
Michael Bagnasco	2287 Martinique, Crystal Beach, TX 77650	https://www.cobbrealestate.com/rentals/selah	6	800
Kathy Strand	970 South Stingaree	Www.barefootstepstothebeach.com (You used to this house last year.)(15th-17	6	800
Paula Galbraith	876 Bowers Lane (near Dannay's Donuts)	https://staylevelup.com/property/nearbeachbbqgrillswingsweepingdeckupdated	5	800
Jennifer Schmiesing	2595 holiday	https://www.cobbrealestate.com/rentals/1-holiday	5	800
Karen Kelley	780 wommack	https://www.theboujeehouse.com/	3	700
Andrew E. Sidaros	989 Meynig Drive, Crystal Beach, TX 77650	https://www.airbnb.com/rooms/1500732111779739103?unique_share_id=c2a8a1e4-bbec-4da9-8596-6fde5f95cb6c&viralityEntryPoint=1&s=76	4	600
Kelli Douglas	3394 Sand Dollar Drive	https://www.airbnb.com/rooms/52489123?unique_share_id=d03b2534-14b4-4c95-a4aa-63abedf730cf&viralityEntryPoint=1&s=76	6	800
Matt Ronsman	962 Raymond	www.wheresthelime.com	4	800
Darren Breaux	948 Kahla Drive	https://s.hartech.io/tVRnh59q4Ng	5	700
Yvette Barela	981 Crane Ln., Crystal Beach, TX 77650	Www.airbnb.com/h/crystalbeachcabin	3	500
Christian Williams	1317 Emerald Drive, Crystal Beach, Texas 7	https://www.airbnb.com/rooms/1647314467893028074?photo_id=2560942829&source_impression_id=p3_1775683182_P3bB_Hb2Lk0nCZ_2&	7	800
Mike Costello - CoHostTEXAS LLC	1773 Redfish Ln, Crystal Beach	https://www.airbnb.com/rooms/1293446893522905411?guests=1&adults=1&s=67&unique_share_id=42c962b1-a55b-45ab-b2ab-c1020abd8fff	7	800
Mike Costello - CoHostTEXAS LLC	1785 Redfish Ln, Crystal Beach	https://www.airbnb.com/rooms/1294286232420433364?guests=1&adults=1&s=67&unique_share_id=eb92999d-c3ab-444f-8573-7fd43549f03e	5	700
Sharon Turner	2703 Gillespie - Sandy Shores	https://www.airbnb.com/rooms/573784864138087062?guests=1&adults=1&s=67&unique_share_id=6fde49cd-bc4b-4f3f-87f5-8e670e4a556e	5	800
Carla Davidson	1815 Redfish Ln	https://www.swedesrealestate.com/rentals/a-reel-nauti	5	800
Sheena Steyn	987 1/2 S Stingaree Dr	https://www.airbnb.com/rooms/1242106577074151369?unique_share_id=52796c41-1fe4-4c6b-9ec5-2bdd55eb4252&viralityEntryPoint=1&s=76	6	800
Sheena Steyn	3274 Pirates Cv	https://www.airbnb.com/rooms/1318204919946821103?unique_share_id=c5900478-c62c-4ccc-adef-b9be92ddb82a&viralityEntryPoint=1&s=76	6	800
Scott Broussard	1962 Ave i, Crystal Beach 77650	https://www.airbnb.com/rooms/851268949673100442?photo_id=2426235000&source_impression_id=p3_1776173211_P3zbYKTidoL3RT1i&pr	3	800
Scott Broussard	1136 1/2 Gulfview, Crystal Beach 77650	https://www.airbnb.com/rooms/1576153270214471954?adults=4&check_in=2026-04-18&check_out=2026-04-21&children=1&photo_id=24878	3	800
Carrol Rhead	121 Ocean View Drive	airbnb.com/h/onetwoonegoodvib	5	700
Frances Fuhr	1071 Cedar Lane Gilchrist TX	https://www.airbnb.com/rooms/1173467030697825709?unique_share_id=c15c4daf-cc88-4a1e-aa07-7687af72fc38&viralityEntryPoint=1&s=76	4	700
James R. Rygalski	2429 Sand Crab Lane, Crystal Beach	https://www.zillow.com/homedetails/2429-Sand-Crab-Ln-Crystal-Beach-TX-77650/118223891_zpid/	4	500
Paula Galbraith	876 Bowers Ln., Crystal Beach, TX 77650	https://www.airbnb.com/rooms/1598035900448539405	5	700
Kimberly Buish	2024 Idyleview	https://www.airbnb.com/rooms/53831657	3	600
Shannon Briddick	879 Wommack, Crystal Beach, TX	https://www.zillow.com/homedetails/879-Wommack-Dr-Crystal-Beach-TX-77650/113245647_zpid/	7	800
Amy Beth Lyburn	997 S Redfish	https://www.airbnb.com/rooms/926697019362178622?unique_share_id=1c634465-cbd1-4135-a171-ead2069e0354&viralityEntryPoint=1&s=76	8	800
Mattie Mills	2581 White Cap	https://evolve.com/vacation-rentals/451790	3	600
Mattie Mills	3279 Pirates Cove	Ocean-View Deck, Walk to Shore: Crystal Beach Gem!	Evolve	3	600
James Novey	1977 Ave I		4	500
Lou Ann Rainey	3095 Greg		4	500
Joe A. Garcia	3193 Castle Dr		3	500

235	37800

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*38.

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

Consideration of a release agreement with Karee Karim for the settlement of a personal property claim loss submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/1/26 2:55 pm
2	Dianna Martinez	Approve	5/4/26 2:44 pm

COUNTY of GALVESTON
COUNTY COURTHOUSE

722 MOODY AVENUE 2nd FLOOR GALVESTON, TEXAS 77550
Phone: 409-770-5562 **Fax: 409-770-5560**

May 11, 2026

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

Re: Claim for damages: Personal property loss
Claimant: Karee Karim
Amount: $1,990.00
Date of Loss: November 11, 2025

Gentlemen:

On November 11, 2025, a GCSO deputy conducted a traffic stop involving Mr. Karim. During the encounter, the deputy attempted to open the vehicle door, and the door handle detached. The claimant subsequently filed a complaint, and the deputy acknowledges the incident as described.

Incident report 202500046 has been reviewed.

Recommending that the Commissioners' Court approve the claim.

Sincerely,

Veronica Van Horn
Legal Services Manager

Enclosures: Release Agreement

Cc: Jimmy Fullen, Sheriff, jimmy.fullen@galvestoncountytx.gov

Mel Villarreal, Chief Deputy melencio.villarreal@co.galveston.tx.us

RELEASE AGREEMENT

The following agreement made and entered into by and between KAREE KARIM (hereinafter referred to as "KARIM"), and Galveston County, Texas (hereinafter referred to as "COUNTY"), WITNESSETH:

I.

KARIM, for himself, or any one claiming through or under his, his heirs, administrators, executors, successors, or assigns, agree to release, and does hereby fully and forever release, acquit and discharge COUNTY, its Commissioners, Boards, elected officials, successors, assigns, agents, servants, employees, and any and all other persons, firms and/or corporations whomsoever from any and all claims or causes of action which KARIM, for himself or any one claiming through or under his, his heirs, administrators, executors, successors, or assigns, now has or may hereafter have against COUNTY, its Commissioners, Boards, elected officials, successors, agents, servants, employees, and any and all other persons firms and/or corporations whomsoever, in any way arising from or out of any and all property losses and damages now known or that may hereafter develop from that one certain incident which occurred on or about November 11, 2025, wherein KARIM's personal vehicle was damaged specifically the exterior driver-side door handle.

II.

COUNTY agrees, upon execution of this agreement by KARIM, to pay or procure to be paid to KARIM within thirty (30) days from the date of execution thereof by KARIM the sum of $1,990.00 for the loss of his personal property that occurred on or about November 11, 2025.

III.

KARIM warrants that he is under no incapacity which would render him unable to execute an agreement and make it legally binding.

IV.

Both parties hereto have carefully read and fully understand this agreement, which clearly expresses the entire agreement between them. No representation or promise has been made by either party except as herein stated, and the sole consideration of and for this contract is herein correctly provided.

IN TESTIMONY WHEREOF, KARIM has executed this instrument this _____ day of _____, 2026.

_____
KAREE KARIM

STATE OF TEXAS	§	THIS MATTER IS A
	§	
COUNTY OF GALVESTON	§	RELEASE IN FULL

BEFORE ME, the undersigned authority, on this day personally appeared KAREE KARIM, the person who executed the foregoing agreement, and having read the above instrument he did acknowledge and swear to me that he fully understood same and that such contract correctly expressed the entire agreement of the parties thereto and had been executed for the purposes and consideration therein expressed and for no other.

SIGNED AND SWORN TO BEFORE ME, the undersigned, on this the _____ day of _____, 2026, to certify which witness my hand and official seal.

_____
NOTARY PUBLIC in and for
The State of Texas
My commission expires: _____

Estimate

Dip It Good
4501 W O S T dr
Houston, TX 77013
Office Phone: 281-917-7891
Mobile Phone: 832-875-4349
questions@dipitgood.net

Estimate Number: E260331271
Estimate Date: 03/31/2026
Payment Terms: Due On Receipt
Estimate Amount: 1,990.00
Created By: . .

Bill To
Karee Karim
Mobile Phone: 409-789-6937
kingmeccakareem@gmail.com

Vehicle Year/Make/Model
2004 / Chevy / Suburban 1500

Item Name	Quantity	Unit Price	Total
General Labor General Labor - Remove and replace driver side door assembly complete with panels, electronics and glass window	7.00	40.00	280.00
Parts Driver side door complete assembly	1.00	1,050.00	1,050.00
Refinishing Prep and Paint replaced door assembly	6.00	60.00	360.00
Paint Supplies Paint, Materials and Shop Supplies	1.00	190.00	190.00
Shop Materials Shop Supplies, Chemicals and Disposal	1.00	110.00	110.00

Comments:
2004 Chevy Suburban 1500
Customer wants driver door replaced complete
Paint door to match the vehicle

Subtotal: $ 1,990.00
Estimate Amount **$ 1,990.00**

Dip it Good Liability Release and Disclaimer Form:

ProLine and Autoflex are a removable protective coating that has a variety of applications. Its main purpose is for vehicles to change their exterior finish. Both products can be applied directly over the existing OEM finish and its benefits are not just for cosmetic customization but also for the protection of the vehicles factory paint from UV rays, rock chips and scratches. Both products, in extremely rare cases, have caused a negative impact on the vehicles finish. While Proline and Autoflex were both created with an auto-leveling formula for a flat and smooth surface, this is meant to replicate a traditional paint job, not replace it. Due to its properties, this liquid polymer (liquid plastic) product might produce an insignificant 'rubberized' particle(s) that will build up to the form of a small dot. These dots are sometimes shown very sparingly throughout the surface

paint corrections unless stated otherwise in the estimate. We guarantee our finish is met to the standards of ProLine and Autoflex end results.

I fully understand that I assume any and all responsibility for any and all damages that may occur from the application of said products. I also fully understand that all paint jobs require paint correction but that Dip it Good does not provide it and I will have to go to another shop for compound and polishing should I feel the need to take the project a step further to my liking. Making a full payment to services rendered concludes that the job was to my satisfaction.

I hereby release Dip it Good from any and all liability claims, demands, and or legal action caused or related to damages to my vehicle because of said products.

I authorize Dip it Good to display pictures of my vehicle on their websites and/or social media pages. I do not authorize any release of my personal information.

I agree that this 'Liability Release and Disclaimer Form' was created in accordance with the laws of Harris County, TX. By placing the deposit and releasing my vehicle to Dip it Good and/or its legal representative, I acknowledge that I have read the above explanation carefully and with complete attention, have asked all the questions to remove all doubt and understand what the terms and conditions are to get service with Dip it Good and will voluntarily release my vehicle to them.

Crown Auto Repair & Collision
16002 Old Richmond Road
Sugar Land, TX 77498
(832) 699-9918
admins@crownautocollision.com
https://crownautorepaircollision.com/

Estimate for RO #12806

Service Advisor: sergio salazar
Date Created: 03/27/26 at 01:23 PM CDT
Client: kari kareem
Vehicle: 2004 Chevrolet Suburban 1500 LS

kari kareem Phone: (409) 789-6937	**2004 Chevrolet Suburban 1500 LS 5.3L 8Cyl FLEX L59 Naturally Aspirated** VIN: 3GNEC16Z64G197242 License: N/A Color: N/A Odometer In: N/A / Out: N/A	RO # 12806

Client concerns:

- DOOR NEEDS REPLACED

1 - DOOR DIAG

Labor:	DIAG	1.00 hrs	$165.00	$165.00

☐ APPROVE or ☐ DECLINE **$165.00**

2 - LABOR

Labor:	DOOR R&I	2.50 hrs	$165.00	$412.50

☐ APPROVE or ☐ DECLINE **$412.50**

3 - USED DOOR

Part:	OEM USED DRIVER DOOR	1	$866.38	$866.38

☐ APPROVE or ☐ DECLINE *Subtotal $866.38 + est. Tax $71.48* **$937.86**

4 - PAINT & BLEND

Labor:	DOOR PREP	2.50 hrs	$55.00	$137.50
	PAINT & CLEAR DOOR	2.50 hrs	$55.00	$137.50
	BLEND	1.00 hrs	$55.00	$55.00
Part:	PAINT SUPPLY PAINT SUPPLY	1	$325.00	$325.00
Fee:	ENVIROMENTAL FEE			$32.50

☐ APPROVE or ☐ DECLINE *Subtotal $687.50 + est. Tax $29.49* **$716.99**

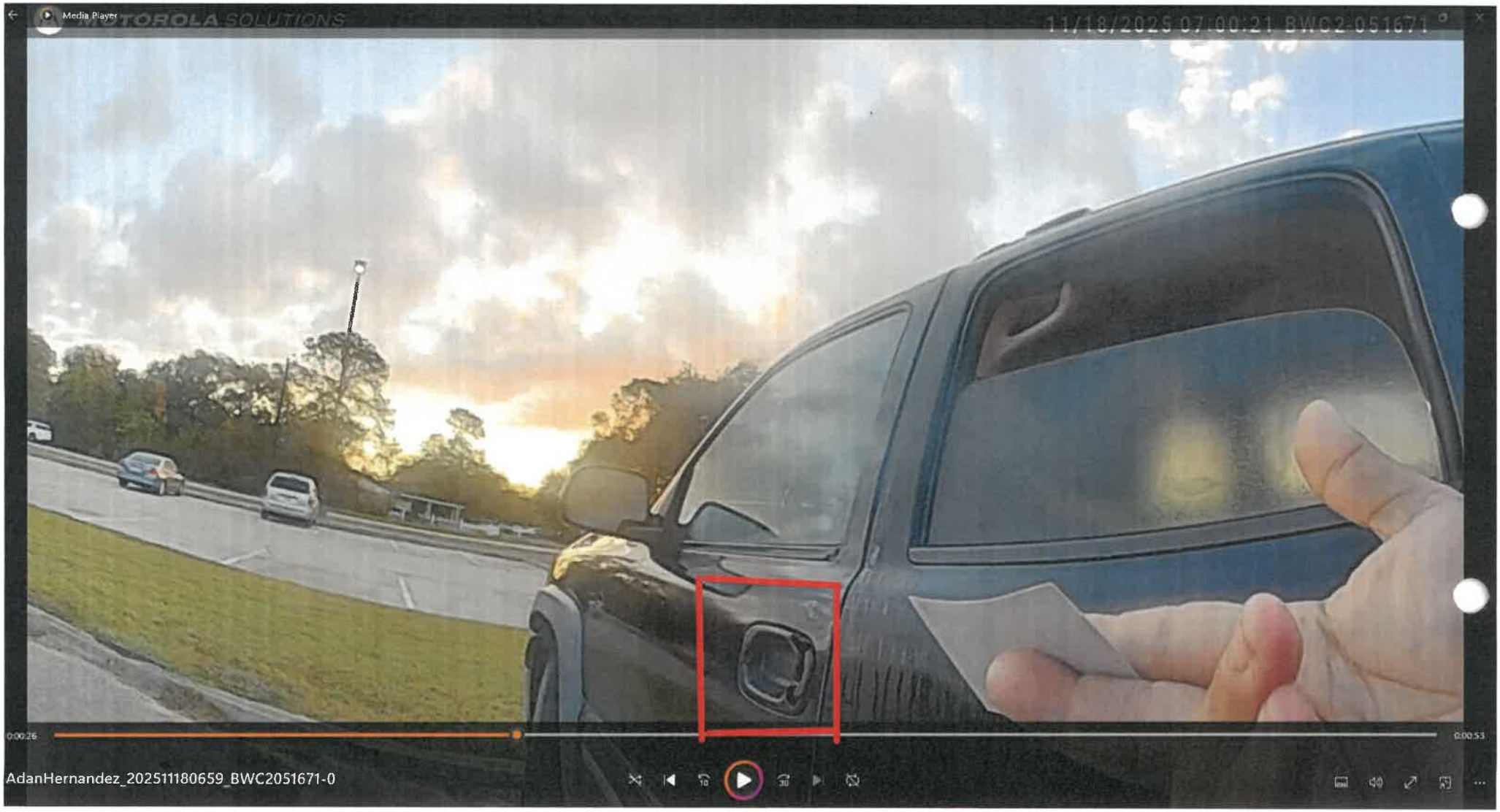
Repair Authorization
I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that **Crown Auto Repair & Collision** is not responsible for loss or damage to vehicle or articles left in vehicle, in case of fire, theft, or any other use beyond your control or for any delays in parts shipments by any supplier or transporter. I hereby grant **Crown Auto Repair & Collision** and/or its employee's permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanics lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Paid obligation being payable in SUGAR LAND COUNTY, Texas and in the event of default, I agree to pay in addition thereto a reasonable attorneys fees.
Notice pursuant to *70.001, Texas Property Code I am the person or agent acting on behalf of the person, whom is obligated to pay for the repair of the motor vehicle subject to the repair co.

A STOARGE FEE OF 40$ WILL BE ASSESED TO ANY VECHILE THAT IS NOT REPAIRED AFTER 3 DAYS.

Work Authorization Signature:

X _____

Total Labor:	$907.50
Total Parts:	$1,191.38
Total Fees:	$32.50
Subtotal:	**$2,131.38**
Taxes:	$100.97
Grand Total:	**$2,232.35**
BALANCE DUE:	**$2,232.35**


Media Player
MOTOROLA SOLUTIONS
11/18/2025 07:00:21 BWC2-051671
0:00:26
0:00:53
AdanHernandez_202511180659_BWC2051671-0

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*39.

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

Consideration of authorization for County Judge to sign interlocal agreement with the City of Texas City to partially fund improvements to city streets within the city limits of Texas City, Texas submitted by the County Engineer

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	4/14/26 4:24 pm
2	Veronica Van Horn	Approve	4/17/26 5:24 pm
3	Dianna Martinez	Approve	4/20/26 8:29 am

The State of Texas	§
	§
County of Galveston	§

Interlocal Agreement to Partially Fund Improvements to City Streets within the City Limits of Texas City, 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 Texas City** (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 $8,500,000.00 in road funds to be used as the County's share for road improvements in the City.

B. Projects

The City has selected the following projects (collectively, the Projects):

1. Central Park Boulevard from F.M. 2004 to Century Boulevard (Project 1). This project consists of the construction of a new four-lane concrete boulevard street with curbs, medians and an underground storm sewer system. The City has engaged a design consultant who is completing the final design of the project.

2. Monticello Drive from North Amburn Road to Memorial Drive (Project 2). This project consists of pavement and drainage improvements to Monticello Drive, as well as the realignment of North Amburn Road to provide for a standard intersection. The City has engaged a design consultant who is completing a preliminary design report with improvement recommendations; the exact scope and limits of this project will be determined following City and County review of the report recommendations and the associated construction cost estimate.

3. 9th Street bridge at 25th Avenue (Project 3). This project consists of the replacement of an existing channel crossing on 9th Street just north of 25th Avenue. The existing crossing consists of four large-diameter corrugated metal pipe culverts; the replacement will likely be multiple bridge-class box culverts. The design will include a scour analysis to be submitted, along with completed plans, to the Texas Department of Transportation. Consideration will be given to including a sidewalk on one side of the bridge (sidewalks exist in the vicinity, but not on the existing bridge) and to using decorative features (rails, etc.).

For Project 1, Central Park Boulevard, the County will reimburse the City for eligible construction cost only. The City will bid and contract for construction and provide all other required funds (design, permitting, bidding, construction materials testing, inspection and other ancillary costs).

For Project 2, Monticello Drive, the County will provide funds and contract for final design, permitting, bidding, construction, construction materials testing and inspection. The City will provide funds for and manage preliminary design performed by a design consultant selected by the City.

For Project 3, 9th Street bridge at 25th Avenue, the County will provide funds and contract for preliminary and final design, permitting, bidding, construction, construction materials testing and inspection.

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 projects without any City funds up to $8,500,000.00. The City will be solely responsible to provide funding for all additional project costs, if any, over $8,500,000.00.

After the Projects have been designed and bids have been received, the County will notify the City of the bids and provide them a copy. Should the cumulative cost of the Projects exceed $8,500,000.00, the City will provide the County with the City's portion of the project costs within 21 days of notification. Upon receipt of the City's share of the costs, the County will award the construction contract and proceed with construction. 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 provide payment to the County within 21 days of notification.

E. Duties

1. The County will:

    a. Select, through a Qualifications Based Selection process, design consultants for the final design of Project 2 and the preliminary/final design of Project 3.
    b. Design, construct, and/or manage the Projects, as applicable, per the City's requirements.
    c. Furnish the City with a set of plans and specifications.
    d. Transfer any and all warranties to the City.

e. Resolve any disputes with contractor(s).
f. Inform the City of any additional right-of-way required and prepare right-of-way documents (parcel maps and metes and bounds descriptions) for the City's use. For Project 2, the County may, but is not obligated to, prepare right-of-way documents since the City has already engaged a surveyor who can prepare these documents.
g. Reimburse the City for eligible construction costs for Project 1.

2. The City will:

a. Deal with local citizen issues and questions during design and construction.
b. Provide any necessary right-of-way.
c. Provide construction requirements during the design phase of the project.
d. Manage the bidding and construction of Project 1.
e. After completion of the Projects, be responsible for such maintenance and upkeep as is required to keep the Projects properly functioning.
f. Assist in utility relocations and provide funding for such relocations.

F. Completion of Projects

Upon completion and acceptance of each of these Projects individually, the County's responsibility for the respective project 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 pay 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, not 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 18th day of March, 2026.

City of Texas City

By: Dedrick D. Johnson
Dedrick Johnson, Sr.
Mayor

Attest:

R. Leigh
Rhomeri Leigh
City Secretary

RESOLUTION NO. 2026-031

A RESOLUTION APPROVING ENTERING INTO AN INTERLOCAL AGREEMENT WITH GALVESTON COUNTY REGARDING 2025 COUNTY BOND PROJECTS TO PARTIALLY FUND IMPROVEMENTS TO CITY STREETS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Engineering Department is requesting to utilize the Interlocal Cooperation Act, as designed in Texas Gov't Code §§ 791.001 – 791.030, to partially fund improvements to the following city street projects:

1. Central Park Boulevard from FM 2004 to Century Boulevard
2. Monticello Drive from North Amburn Road to Memorial Drive
3. 9th Street bridge at 25th Avenue

WHEREAS, the County allocated $8,500,000.00 in road funds to be used as the County's share for road improvements in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission hereby approves entering into an Interlocal Agreement with Galveston County regarding 2025 County Bond Projects to partially fund improvements to city streets.

SECTION 2: That the Mayor is hereby authorized to enter into an interlocal agreement with Galveston County for the price bid in **Exhibit "A",** as attached hereto and incorporated herein for all intents and purposes.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 18th day of March 2026.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

Rhomari D. Leigh
City Secretary

APPROVED AS TO FORM:

Kyle L. Dickson
City Attorney

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*40.

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

Consideration of approval of application from NEP TEX #3 LLC for a partial replat of San Leon Farm Home Tracts subdivision submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 4:37 pm

On this the 11th day of May, 2026, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3;
Robin Armstrong MD, Commissioner, Precinct No. 4;
Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat of San Leon Farm Home Tracts is presently on file with the County Clerk of Galveston County. It may be found in recorded in Volume 5, Page 51 in the Map Records of Galveston County, Texas; and

WHEREAS, by the application attached hereto as Exhibit "A", NEP TEX #3 LLC has filed their Petition and Application for permission to revise a portion of Lot 4, Block 48; 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 June 22, 2026 at 9:30 a.m. in the following location:

Galveston County North Annex
174 Calder, Room 100
League City, Texas

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 11th day of June, 2026.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

By: _____, Deputy

Record No: PLAT-26-4

Subdivision Platting and Replatting

Status: Active

Submitted On: 3/16/2026

Applicant

Troy Shanks
832-605-6920
shanksls@sbcglobal.net
P.O. Box 580372
Nassau Bay, TX 77258

Property Owner

Is the applicant the owner?*

No

Property Owner Name*

Nep Tex #3 LLC - Sanjay Shrestha

Company Contact

Owner Mailing Address*

14411 Mayport Lane

Owner City*

Houston

Owner State*

TX

Owner ZIP Code*

77077

General Information

Type of Plat*

Replat

Name of Proposed Plat/Amended Plat*

Partial Replat No. 2 of Lot 4, Block 48 San Leon Farm Home Tracts

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*

1.667

Legal Description of Proposed Location*

Part of Lot 4, Block 48, San Leon Farm Home Tracts

Purpose of Proposed Replat or Amending Plat*

to create 2 single family lots

Is proposed Property located within Texas City or Santa Fe ETJ?*

Texas City

Drainage District*

Not Within A Drainage District

Is your proposed subdivision or replat within 1000 feet of Mean High Tide?*

No

Water Supply*

Public

Provider*

San Leon Mud

Sewage Disposal*

Public Sewer

Provider*

San Leon Mud

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*

Troy Shanks
Mar 11, 2026

THE STATE OF TEXAS

COUNTY OF GALVESTON

I, Sanjay Shrestha, Vice President of NEP TEX#3, LLC, referred to as the owners of the 1.667 acre tract described in the above and foregoing map of PARTIAL REPLAT NO. 2 OF LOT 4, BLOCK 48, SAN LEON FARM HOME TRACTS, do hereby make and establish said plat of said property according to all lines, dedications and notations on said maps and plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains and 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, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of residential dwelling units thereon (or the placement of mobile home subdivision) and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do 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, Owners do hereby dedicate to the public a strip of land thirty (30') feet wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs or other natural drainage courses located in said plat, as easements for drainage purposes, giving the 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, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operations 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, Owners do 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 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 Commissioners' Court of Galveston County.

FURTHER, the Owners hereby certify 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.

IN TESTIMONY WHEREOF, the NEP TEX#3, LLC has caused these presents to be signed by Sanja Shrestha, its President, thereunto authorized, this _____ day of _____ , 2026.

NEP TEX#3, LLC

By: _____
President
Sanjay Shrestha

BEFORE ME, the undersigned authority, on this day personally appeared, Sanjay Shrestha, President of NEP TEX#3, LLC, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2026.

_____
Notary Public in and for
The State of Texas
My Commission Expires _____

THE STATE OF TEXAS

COUNTY OF _____

We, Prosperity Bank, owners and holders of a lien upon said property, do hereby ratify and confirm said subdivision and dedication, and do hereby in all things subordinate to said subdivision and dedication the lien owned and held by us against said land.

Witness our hand in this _____ day of _____, 2026.

_____
J.R. Amaya
President
Prosperity Bank

BEFORE ME, the undersigned authority, on this day personally appeared, J.R. Amaya, President of Prosperity Bank, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2026.

_____
Notary Public in and for
The State of Texas
My Commission Expires _____

I, Billy L. Shanks, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that 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 or curvature and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods having an outside diameter of not less than one half (1/2) inch and a length of not less than two (2) feet; and that the plat boundary corners have been tied to the nearest survey corner.

_____
Billy L. Shanks
Registered Professional
Land Surveyor No. 1821

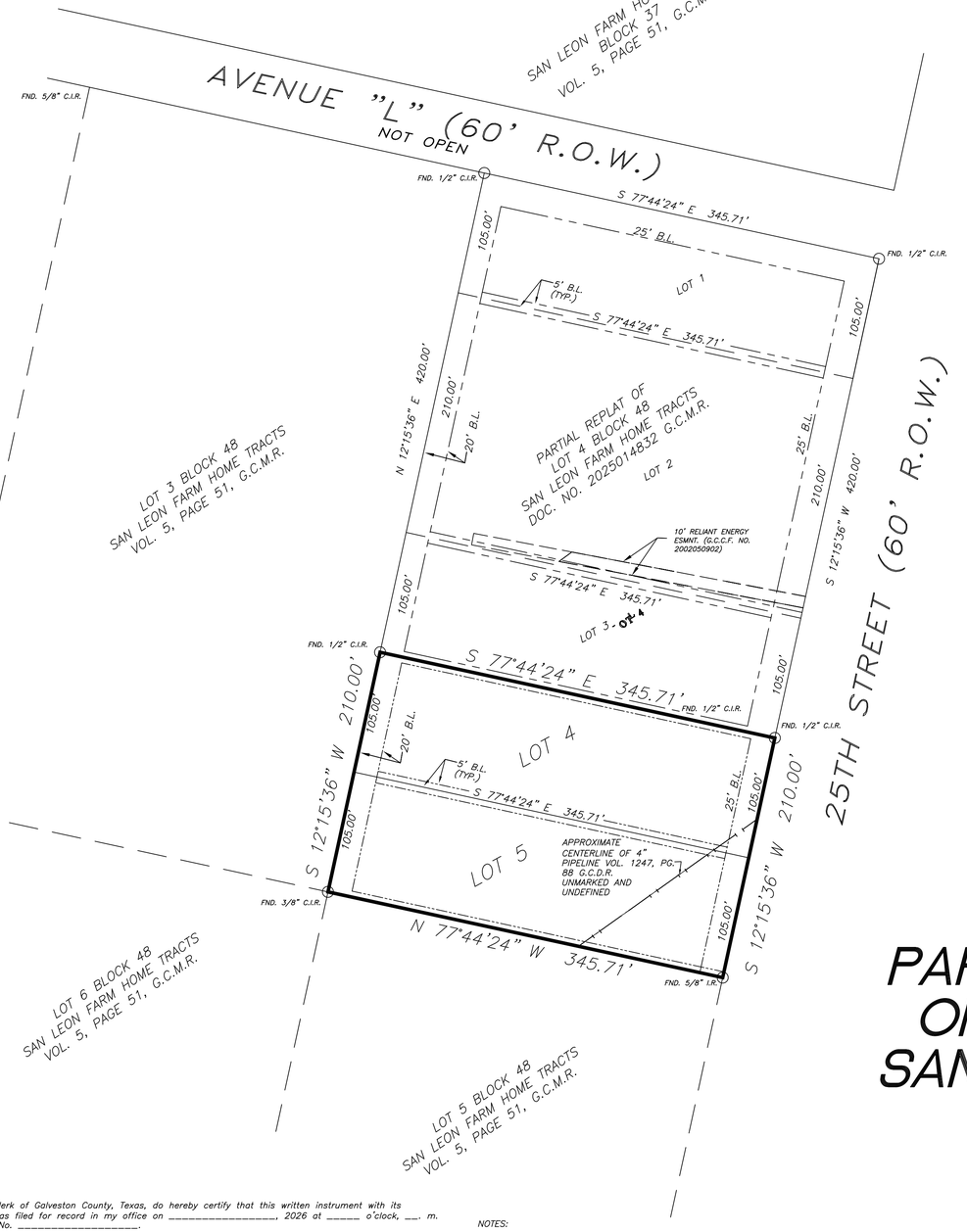
I, Michael Shannon, County Engineer of Galveston County, do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the Galveston County Commissioners' Court.

_____
Michael Shannon
County Engineer

Approved for filing, wherein Galveston County assumes no obligation for grading, drainage structures or surfacing of the streets or roads or making any other improvements in said subdivision.

_____
Mark Henry
County Judge

_____
Darrell A. Apffel
Commissioner Precinct No. 1



VICINITY MAP
NOT TO SCALE

LOT	AREA (SF)
1	36,300
2	36,300

ABBREVIATIONS

G.C.D.R. = Galveston County Deed Records
G.C.C.F. = Galveston County Clerk File
G.C.M.R. = Galveston County Map Records
R.O.W. = Right-of-Way
P.O.C. = Point of Commencing
P.O.B. = Point of Beginning
S.F. = Square Feet
B.L. = Building Line
U.E. = Utility Easement
D.E. = Drainage Easement
TYP. = Typical

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

I, DWIGHT D SULLIVAN, County Clerk of Galveston County, Texas, do hereby certify that this written instrument with its certificate and authentications was filed for record in my office on _____, 2026 at _____ o'clock, __. m. in Galveston County Instrument No. _____.

WITNESS MY HAND AND SEAL OF OFFICE at Galveston, Texas, the day and date last above written.

Dwight D. Sullivan
County Clerk
Galveston County, Texas

By: _____
Deputy

This above subdivision title PARTIAL REPLAT NO. 2 OF LOT 4, BLOCK 48, SAN LEON FARM HOME TRACTS as mapped, approved by the Commisioners' Court of Galveston County, Texas, order dated _____, 2026.

Dwight D. Sullivan
County Clerk
Galveston County, Texas

By: _____
Deputy

NOTES:

1. Rights of way granted to Humble Pipe Line Company recorded in Volume 909, Page 178, Volume 921, Page 124, Volume 1235, Page 295, Volume 1235, Page 303 and Volume 1247, Page 88 all of the Official Records of Galveston County, Texas. (Pipeline not marked – Location approximate per deed description)

2. This Tract Does Lie Within The 100 Year Flood Plain According To FEMA Map No. 48167C0255G Dated 8/15/2019 (zone AE)

FINAL PLAT OF PARTIAL REPLAT NO. 2 OF LOT 4 BLOCK 48 SAN LEON FARM HOME TRACTS

BEING 1.667 ACRES OUT OF LOT 4, BLOCK 48, SAN LEON FARM HOME TRACTS SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGE 51, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS

2 LOTS, 1 BLOCK

REASON FOR REPLAT: TO CREATE 2 SINGLE FAMILY LOTS

FEBUARY, 2026

PREPARED BY:
Shanks Engineering and Surveying, Inc.
P.O. BOX 580372
Houston, TX 77258
FIRM REG. NO. 1019300

OWNER:
NEP TEX #3 LLC
14411 MAYPORT LANE
HOUSTON, TX 77077

JOB NO. 58167-6

SHEET 1 OF 1

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*41.

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

Consideration of an agreement for engineering and surveying services with Huitt-Zollars resulting from RFQ 25-055 Texas Community Development Block Grant Fund Program -High Island Waterline Project submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/4/26 8:59 am
2	Dianna Martinez	Approve	5/4/26 1:19 pm

State of Texas	§
	§
County of Galveston	§

AGREEMENT FOR ENGINEERING SERVICES

PARTIES

This Agreement for Engineering Services (the "Agreement") is made and entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its Galveston County Commissioners Court (the "County"), and **Huitt-Zollars, Inc.** (the "Engineer"), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

RECITALS

The County issued **RFQ 25-055**, **Texas Community Development Block Grant Fund Program (2025–2026 TxCDBG) Engineering and Surveying Services – High Island Waterline Project,** to procure professional engineering and surveying services for the High Island Waterline Project ("Project").

The Engineer submitted a timely and responsive Statement of Qualifications and was selected as the most qualified respondent in accordance with **Texas Government Code Chapter 2254**.

County intends to fund the Project through the **Texas Community Development Block Grant Program (TxCDBG)** administered by the Texas Department of Agriculture ("TDA").

The Parties now enter into this Agreement to define the rights, duties, and obligations governing the performance of engineering services for the Project.

Now Therefore, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CONTRACTUAL UNDERTAKINGS

SECTION I RETENTION OF ENGINEER

The County, by and through this Agreement, retains the Engineer to perform professional engineering services in connection with the Project, and the Engineer, by and through this Agreement, agrees to perform said professional engineering services in connection with the Project.

SECTION II
CHARACTER AND EXTENT OF SERVICES

The Engineer shall render professional engineering services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State, and

Federal regulations, as set out in the Scope of Services attached hereto as Exhibit "A".

The Scope of Services and Response attached hereto as Exhibit "A" is also made a part of this Agreement for all purposes. But, if any terms of Exhibit "A" conflict with any existing State of Texas, Texas Department of Transportation, local, or Federal laws, rules, or regulations, the State, Federal, or local laws, rules, or regulations shall control.

The character and extent of services outlined above shall be considered complete upon approval by the County, acting by and through its County Engineer, of the various drawings, data, and tasks outlined in Exhibit "A".

All Services provided by Engineer shall be of good quality and shall be performed professionally. The standard of care for all professional engineering and related Services performed or furnished by Engineer and the Response under this Agreement will be the care and skill ordinarily used by other competent engineers practicing under the same or similar circumstances and with the same or similar professional license. Engineer will re-perform any Services not meeting this standard without additional compensation. Engineer will perform its services as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer.

Additional services that may be required after approval of these documents by the County or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the initial price and scope of this agreement. If the foregoing occurs or for any other required changes in scope, County and Engineer will attempt to negotiate a change order first on a flat fee basis. If a flat fee cannot be negotiated due to the nature of the work involved, with the approval of the County Engineer, work may be performed on a time and materials basis according to the schedule in Exhibit A, subject to the maximum amount payable in Section V. County may, but is not required, to negotiate with Engineer for a change in the maximum amount payable to accommodate changes in the work.

Because this Agreement is funded through a federal award, Engineer shall comply with all applicable federal laws, regulations, and requirements, including but not limited to:

- Title VI of the Civil Rights Act of 1964
- Section 3 of the Housing and Urban Development Act
- Section 109 of the Housing and Community Development Act
- Section 504 of the Rehabilitation Act
- Americans with Disabilities Act
- Byrd Anti-Lobbying Amendment
- E-Verify requirements
- Record retention for **three (3) years after final closeout**

SECTION III
PERIOD OF SERVICES

This Agreement shall be effective upon execution by the County and by the Engineer, with the date of the Party signing last in time, and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Engineer shall submit a Project Time Schedule to the County Engineer, which shall be diligently followed during performance of services. It is understood by the County that the Engineer will make every effort to expedite completion of the Project.

SECTION IV
COORDINATION WITH THE COUNTY

The Engineer agrees to perform the services diligently after authorization to proceed. The Engineer agrees to perform all other services diligently and within the agreed-upon schedule.

The Engineer shall hold periodic conferences with the County Engineer to the end that the Project, as perfected, shall have full benefit of the County's experience and knowledge of existing needs and facilities and be consistent with the County's current policies and construction standards. To implement this coordination, the County Engineer shall make available to the Engineer for use in the Project all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to the Project. Engineer shall submit a monthly progress report of project status to the County Engineer, and the County Engineer is the County's designated point of contact for this Agreement.

SECTION V
THE ENGINEERS'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the County shall compensate the Engineer for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services.

Notwithstanding the foregoing, the maximum amount payable under this Contract is **$145,735.00,** including expenses which the Engineer exceeds at its own risk. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions upon the prior mutual, written agreement by the County and the Engineer. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Engineer for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Engineer to the County reflecting Engineer's performance of such services, unless disputed by the County. Additionally, the County agrees that it shall review the monthly statements and, if disputing, shall notify the Engineer of the County's dispute no later than thirty (30) days after the County's receipt of the monthly statement. All remittances shall be emailed or delivered to County Engineer's office and the Director of Grants. Engineer further agrees that all monthly statements shall detail its services under this Agreement and, if this Agreement is funded through Federal dollars, comply with applicable Federal requirements associated with costs.

SECTION VI
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs, and survey notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project or as required by law, save with the express consent of the Engineer. The Engineer may retain copies of such Documents.

County contracts are subject to all legal requirements provided by county, state, or federal statutes, rules, and regulations.

Engineer acknowledges that Galveston County is a governmental entity that conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and, as such, will be discussed and voted upon in a public meeting. Any request made to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

SECTION VII
DISPUTE RESOLUTION

If a dispute arises out of or relates to a breach of this Agreement, and if the dispute cannot be settled through negotiation, then the Engineer and the County agree to submit the dispute to mediation. In the event the Engineer or the County desires to mediate any dispute, it shall notify the other Party in writing of the dispute that is desired to be mediated. If the Parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the Parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Engineer and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION VIII
TERMINATION

The County may terminate the Agreement with or without cause, or for convenience, by giving to the Engineer at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail the services performed under this Agreement to the date of termination.

The County shall then pay the Engineer promptly for that portion of the prescribed charges which

the services performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications, and all other documents prepared under this Agreement shall be delivered to the County Engineer when and if this agreement is terminated, but subject to the restrictions, as to their use, as outlined in Section VI.

SECTION IX
INSURANCE

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Engineer shall, upon request by the County, furnish certificates of insurance to the County evidencing compliance with the insurance requirements herein. Certificates shall indicate the name of the Engineer, the name of the insurance company, policy number, and terms and limits of coverage. The Engineer shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, Texas, and shall obtain such insurance of the following types and minimum limits.

a. Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than $500,000 each employee for Occupational Disease; $500,000 policy limit for Occupational Disease; and Employer's Liability of $500,000 each accident.

b. Commercial General Liability insurance, including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000	general aggregate limit
1,000,000	each occurrence, combined single limit
1,000,000	aggregate Products, combined single limit
1,000,000	aggregate Personal Injury/Advertising Liability
50,000	Fire Legal Liability
5,000	Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned, and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily

Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than $1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits of not less than $1,000,000 each claim/annual aggregate.

The County and the County's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County's agents and employees, except for insurance required under paragraph "e". Additionally, the Contractor's commercial general liability insurance must provide any defense provided by the policy to Galveston County, its officials, employees, and agents.

SECTION X
VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

SECTION XI
ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

Huitt-Zollars
Attn: Katherine A. Mears
10350 Richmond Ave., Ste 300
Houston, TX 77042
Email: kmears@huitt-zollars.com

All notices and communications under this Agreement to be mailed or delivered to the County shall be to the following address:

Mark Henry, County Judge
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550
Email: mark.henry@co.galveston.tx.us

Miriam Moran, Director of Grants
Galveston County Courthouse
722 Moody, 6th Floor
Galveston, Texas 77550
email: miriam.moran@galvestoncountytx.gov

SECTION XII
SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

SECTION XIII
SUCCESSORS AND ASSIGNS

The County and the Engineer each bind itself and its successors and assigns to the other Party of this Agreement and to the successors and assigns of such other Party in respect to all provisions of this Agreement. Except as above, neither the County nor the Engineer shall assign, subcontract, or otherwise transfer their interest in this Agreement without the prior written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

SECTION XIV
ADDITIONAL TERMS

14.1 PROCUREMENT REQUIREMENTS

Engineer shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Engineer shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Commissioners Court on March 7, 2018, including, without limitation, applicable provisions within Chapter Nine of said Manual, as this contract is made pursuant to a federal award.

14.2 CONFLICT OF INTEREST

a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.

b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

14.3 AUTHORITY TO BIND

Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

14.4 IMMUNITY RETAINED

The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement 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 Agreement.

14.5 NO THIRD PARTY BENEFICIARY

This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

14.6 SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

14.7 VALIDITY/ENFORCABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

This Agreement is hereby EXECUTED by the Parties to be effective upon full execution, with the date of the Party signing last in time.

EXHIBIT "A"

HUITT ZOLLARS

April 29, 2026

Miriam Moran
Director of Grants Administration
Galveston County
722 Moody Avenue
Galveston, Texas 77550

Re: Proposal for Professional Engineering Services for the Design, Bidding, and Construction of the High Island Water Line
Huitt-Zollars Project No. R318465.01

Dear Miriam:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide our proposal for professional services to Galveston County (County) for preparation of plans, specifications, and estimates for a proposed 6-inch water line tying an existing water line along the east side of Highway 124 to an existing water line along the south side of Old Mexico Road (Project).

Our proposal is based upon the following project understanding, scope of services, compensation, and project schedule. Services herein will be performed in accordance with the terms and conditions in the County's standard contract.

PROJECT UNDERSTANDING

The County would like to construct a proposed 6-inch water line from Highway 124 East along the South Right-of-Way (ROW) of 5th Street, South along the East ROW of High School Road, East along Payton Lane, East along Revia Street and North along East. Mexico Road to Old Mexico Road.

During the negotiation process of this project, Huitt-Zollars prepared exhibits and draft cost estimates for the County's use. We met with the water agency to understand their requirements for the project. Because of the limited funds available for the project, the design efforts will be minimized as much as possible.

We also understand that the project is being funded by a federal grant through the Community Development Block Grant (CDBG) program through the Texas General Land Office (GLO). We will meet the requirements for the design and documentation dictated by the funding.

SCOPE OF SERVICES

1.0 Basic Services

A. Perform a geotechnical investigation of the site with eight (8) boring locations.
B. Perform survey for a survey control map, existing right-of-way mapping and topographic survey (cat. 6, cond. 1). The topographic survey will be for center of street to right of way line of the side of the street where the proposed water line will be designed.
C. Prepare and submit 60% construction documents for review and address comments including:

1. Drawings. Design plans will be plan view only except at critical locations where more detailed profiles are necessary.
2. List of technical specifications.
3. Cost estimate.

D. Prepare and submit 90% construction documents including drawings, technical specifications, and cost estimate for review and address comments.
E. Submit final documents to the County.
F. Assist in coordination with the GLO for permitting.
G. Assist the County during the Bidding Phase.
    1. Provide scope of work for Notice to Bidders to the County's Project Manager.
    2. Conduct the pre-bid meeting and attend the Bid Opening.
    3. Respond in writing to questions from bidders and prepare addenda as necessary, County will post all addenda.
    4. Check for math errors and reconcile any mathematical discrepancies
    5. Prepare the Bid Tabulation including Engineer's estimate
    6. Review contractor's financial standing and references provided
    7. Prepare Recommendation of Award Letter
H. Assist the County during Construction Phase.
    1. Attend the Pre-Construction Meeting.
    2. Review and process submittals, shop drawings, and Requests for Information (RFIs).
    3. Review Construction Materials Testing (CMT) reports. CMT shall be performed by others under separate contract with the County.
    4. Review Contractor's applications for payment.
    5. Coordinate with County on Requests for Change Proposals and Change Orders as necessary.
    6. Advise the County on questions and concerns from the contractor.
    7. Huitt-Zollars shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions and safety programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.
    8. Conduct Substantial Completion Inspection, coordinate with County to create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.
    9. Provide support services as needed during the project close out process.
    10. Based on Contractor-provided red lined construction documents which accurately reflect actual construction work, prepare Record Drawings and submit to the County.

2.0 Additional Services

Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the County, these items of work are not included in the basic services fees and are charged separately. Additional Services, mutually agreed upon and authorized separately by the County in writing, shall be completed on a lump sum basis. Such additional services may include:

A. Making revisions in drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of Huitt-Zollars
B. Fees associated with Agency Reviews, Permitting and/or Inspections
C. Platting of the Property
D. Construction Inspection
E. Site Visits During Construction other than the Pre-Construction Meeting and Substantial Completion Inspection.
F. Any other service not otherwise included in the Basic Services

3.0 County-Provided Services

The County shall provide Huitt-Zollars with the following:

A. Access to the project site
B. Environmental Survey Fieldwork and documentation.
C. Archeological Survey Report.
D. Information regarding existing utility locations
E. Front-end documents for the Construction Contract Book
F. Galveston County standard details

COMPENSATION

The Basic Services defined above shall be completed for the following Lump Sum fee. Invoices will be submitted monthly based on percent complete.

Water Line Design	$52,200.00
Geotechnical Services	$32,370.00
Professional Surveying Services	$44,265.00
Bidding Phase Services	$4,960.00
Construction Phase services	$11,940.00
Total	**$145,735.00**

SCHEDULE

The final construction documents will be provided to the County on or before December 31, 2026.

AUTHORIZATION

Should this proposal meet with your approval, please return a County contract for our execution. We will schedule the above services as soon as we receive your written authorization. If you have any questions, please call my cell at 713-419-5583.

Sincerely,
Huitt-Zollars, Inc.

Katherine A. Mears

Katherine A. Mears, PE, ENV SP
Managing Principal, Vice President

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*42.

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 #:5997001**
11) **Description: Maintenance and administration for UASI projects**

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded** **$9,310.00**
15) **County Funded** **$0.00**
16) **Total Project Amount: $9,310.00**
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	Approve	4/29/26 2:11 pm
2	Miriam Moran	Approve	4/29/26 2:38 pm
3	Jesse Ryholt	Approve	4/29/26 2:56 pm
4	Diana Huallpa	Approve	4/29/26 5:42 pm
5	Sergio Cruz	Approve	4/30/26 8:11 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.

Maintenance and Administration –

This project supports Maintenance and Administration of the UASI grant.

FINANCIAL SUMMARY

	Grant Match	County Match
Maintenance and Administration	$9,310.00	$0.00

RECOMMENDATIONS

Grants Administration respectfully requests that the Court ratify the submission of the FY 2026 UASI grant applications to the Office of the Governor – Homeland Security Division.

ATTACHMENTS FOR WET SIGNATURE

- **NONE**

Print This Page

Agency Name: Galveston County
Grant/App: 5997001 **Start Date:** 9/1/2026 **End Date:** 5/31/2028

Project Title: Galveston County - M&A
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
746000908

Application Eligibility Certify:
Created on:4/16/2026 9:28:05 AM By:Brad Burness

Profile Information

Applicant Agency Name: Galveston County
Project Title: Galveston County - M&A
Division or Unit to Administer the Project: Office of Emergency Management
Address Line 1: 722 Moody
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: Galveston

Grant Officials:
Authorized Official
Name: Mark Henry
Email: mark.henry@co.galveston.tx.us
Address 1: 722 Moody
Address 1:
City: Galveston, Texas 77550
Phone: 409-766-2244 Other Phone: 409-765-2639
Fax: 409-766-4582
Title: The Honorable
Salutation: Judge
Position: County Judge

Financial Official
Name: 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.

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 supports Management and Administration of the UASI grant.

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.
This project supports Management and Administration of the UASI grant.

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.
N/A

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).
N/A

Impact Statement :
Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.
This project supports Management and Administration of the UASI grant.

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*.)
N/A

Target Group :
Identify the target group and population expected to benefit from this project.
N/A

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.
N/A

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.)*
N/A

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Management and Administration	100.00	Activities directly related to the management and administration of grant funds, such as financial management and monitoring.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

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: Administer and Manage HSGP

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: Neither Deployable or 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: Milestone Completion Date Coordinate with Planner and Community Preparedness Contractor on project/program deliverables; **Completion Date:** 12-01-2026
Milestone: Coordinate and initiate procurements for supplies, materials, and equipment. Support travel needs. Monitor expense and payments and maintain budgets through internal finance management system (or excel).; **Completion Date:** 06-01-2027
Milestone: Complete required reportings.; **Completion Date:** 03-01-2028

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/%

Travel and Training	In-State Incidentals and/or Mileage (M&A)	Attendance at recurring annual, in-state emergency management and homeland security conferences, including but not limited to the Texas Emergency Management Conference (typically held in late May in Fort Worth, TX), as well as other Texas-based public safety and cybersecurity conferences occurring throughout calendar year 2027. These events are held annually and provide consistent opportunities for coordination, training, and grant management development. Estimated costs include attendance for two personnel at up to two in-state emergency management and security-related conferences. Total estimated cost to attend any two events for two personnel is not to exceed $4,000. This approach ensures flexibility to attend relevant conferences that support grant management, compliance, and regional coordination.	$4,000.00	$0.00	$0.00	$0.00	$4,000.00	0

Travel and Training	In-State Registration Fees (M&A)	Registration fees are estimated at $300 per person for the Texas Emergency Management Conference and approximately $250–$300 per person for additional in-state public safety or cybersecurity conferences. Total estimated registration costs for two personnel attending two conferences each is approximately $1,150.	$1,150.00	$0.00	$0.00	$0.00	$1,150.00	0
Supplies and Direct Operating Expenses	Office Supplies (M&A)	SUPPLIES - General Office Supplies: paper, pens, whiteouts, binders, file folders, tabs, dividers, labels, highlighters, markers, post-its, paper clips, board cleaner, sheet protectors, and stand-up desk convertor to support M&A activities to grant programs for Project Director and Grant Writer.	$4,160.00	$0.00	$0.00	$0.00	$4,160.00	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
Supplies and Direct Operating Expenses	$4,160.00	$0.00	$0.00	$0.00	$4,160.00
Travel and Training	$5,150.00	$0.00	$0.00	$0.00	$5,150.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$9,310.00	$0.00	$0.00	$0.00	$9,310.00

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
*43.

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 Governor - Homeland Security**
4) **Funding Source: Urban Area Security Initiative**
5) **Grant Start Date:** 9/1/2026
6) **Grant End Date:** 5/31/2026
7) **Program Year: FY26**
8) **Program End Date:** 5/31/2028
9) **Renewal Grant: RENEWAL**
10) **Contract #: 5997201**
11) **Description: Contract expenses and supplies for the CERT Training Program**

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded $83,300.00**
15) **County Funded $0.00**
16) **Total Project Amount: $83,300.00**
17) **Assigned Department Contact: Jesse Ryholt - OEM**

County Funding Sources

18) **Match Fund: No Match Required - 100% Grant Funded**
19) **Match Division:**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Jamie Brownson	Approve	4/29/26 12:54 pm
2	Miriam Moran	Approve	4/29/26 1:00 pm
3	Jesse Ryholt	Approve	4/29/26 2:57 pm
4	Diana Huallpa	Approve	4/29/26 5:44 pm
5	Sergio Cruz	Approve	4/30/26 8:11 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.

Community Preparedness - This project will support and deliver community outreach and training, partnering with community partners and key stakeholders to build resilience, especially focusing on historically underserved communities and socially vulnerable individuals. The program will train and maintain Galveston County Community Emergency Response Teams (CERT) and Teen CERT programs by procuring appropriate tools, equipment, and training aids for teaching and outreach.

FINANCIAL SUMMARY

	Grant Match	County Match
Community Preparedness	$83,300.00	$0.00

RECOMMENDATIONS

Grants Administration respectfully requests that the Court ratify the submission of the FY 2026 UASI grant application Community Preparedness to the Office of the Governor – Homeland Security Division.

ATTACHMENTS FOR WET SIGNATURE

- **NONE**

Print This Page

Agency Name: Galveston County
Grant/App: 5997201 **Start Date:** 9/1/2026 **End Date:** 5/31/2028

Project Title: Galveston County - Community Preparedness
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
746000908

Application Eligibility Certify:
Created on:4/16/2026 9:41:45 AM By:Ahmad Adams

Profile Information

Applicant Agency Name: Galveston County
Project Title: Galveston County - Community Preparedness
Division or Unit to Administer the Project: Office of Emergency Management
Address Line 1: 722 Moody Ave
Address Line 2:
City/State/Zip: City of 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.

Support and deliver community outreach and training, partnering with community partners and key stakeholders to build resilience, especially focusing on historically underserved communities and socially vulnerable individuals. Train and maintain Community Emergency Response Teams (CERT) and Teen CERT programs by procuring appropriate tools, equipment, and training aids for teaching and outreach. Maintain Community Emergency Response Teams (CERT) and Teen CERT programs by conducting and facilitating CERT train-the-trainer and CERT Program Manager training, providing information on building community resilience to terrorist attacks to better equip residents for all threats faced by the region. Partner with community organizations and key stakeholders to build the resilience of individuals and families and increase preparedness for terrorist attacks, active threats, and other regional hazards. Partner with community organizations and key stakeholders to build disaster-centric financial resilience of individuals and households to better equip them to survive and recover from terrorist attacks and all hazards in the region. Execute You are the Help Until the Help Arrives workshops with community members, community organizations, and key stakeholders to increase the region’s resilience to terrorist attacks so residents are prepared for other hazards our region faces as well. Provide guidance to the whole community on how to create emergency kits and family communications plans, including youth preparedness and promoting community planning, coordination, and integration of children’s needs during terrorist attacks and other emergencies our region faces.

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.

This project will address the issues, hazards and threats the community needs to be prepared for including

terrorism activity by providing information and education on how to be prepared for, respond to and recover from the disaster, human caused or natural, using the Whole Community approach to advance community and individual preparedness and to work as a nation to build and sustain resilience. Capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Threats and hazards for this region have been well documented. Our location along the Gulf Coast and our status as one of the nation's industrial centers leaves us vulnerable to many natural and human caused disasters including acts of terrorism. In order to respond and recover effectively, we continue to identify opportunities to address risks that impact our jurisdictions and region. Although we educate many community members each year on preparing for and recovering from these disasters, we have a high increase in the number of new residents moving to our area each year. In addition, we identify and create new partnerships and new ways to reach and educate specific populations including the most isolated and vulnerable. As the region continues to develop plans that address these disasters, we identify opportunities to provide training and outreach working towards a more resilient community. Citizen Corps Councils support public outreach and promote programs to increase awareness and move individuals from awareness to action in an effort to enhance preparedness and keep the whole community engaged year-round. In addition, increase the effectiveness of emergency preparedness planning and response for the whole community by integrating and coordinating activities including under represented diverse populations that may be more impacted by disasters including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations. Regional THIRA/ SPR Stakeholder Report; page 9 and 10

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.
Over 42,000 community members have been CERT trained, including an active Teen CERT program and the MRC that has more than 4,500 members across the region. Programs developed and available to the community include Neighborhood Ready, School Ready (elementary and middle school programs), Make the Call (Terrorism Prevention, If You See Something, Say SomethingTM), Run Hide Fight® Surviving an Active Shooter Event, Stop the Bleed training, Ready Houston website, educational materials in 10 languages plus Braille, numerous outreach events and a variety of activities, events and preparedness programs to engage the residents across the region.

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).
Community Resilience Core Capability: Mitigation/Community Resiliency/Whole Community Approach to Emergency Management Principles as called for by Presidential Policy Directive PPD-8: National Preparedness. The region needs to sustain regional community preparedness planners, CERT Coordinators, Teen CERT and MRC to ensure regional preparedness plans, procedures, and programs remain up to date. In addition, these planners and coordinators need to continue to train and educate residents in order to promote whole community resilience. The need for individuals to take responsibility for their own self-preparedness efforts and for all community members to work together to develop the collective capacity needed to enhance the community's security and resilience. The population of our region continues to expand exponentially. This project works diligently to meet the expanding needs as new residents move into the community and need information on the risks and threats to our region and how to best prepare for a disaster including terrorism as well as other human caused or natural events. Page 9 of THIRA/SPR - The region needs to sustain regional Community Preparedness Planners and CERT Coordinators to ensure regional preparedness plans, procedures, and programs remain up-to-date; in addition, these planners and coordinators need to continue to train and educate residents in order to promote whole community resilience.

Impact Statement :
Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.
Our region continues to experience a population growth unmatched by any area in the US, recent reports have Houston predicted to become the third most populated city in the US. As the city population expands so does the population of the UASI footprint. In addition to new community members, our region has seen an influx of new businesses, increasing the potential for new partnerships. All programs developed and managed under Ready Houston, all Citizen Corps programs including CERT, Teen CERT

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*.)
3.3.1 Expand and enhance local jurisdiction and citizen capabilities through participation in Citizen Corps and other individual and community preparedness programs.

Target Group :
Identify the target group and population expected to benefit from this project.
The project supports individual and community preparedness in the entire Houston Urban Area. The Houston Urban Area is comprised of the City of Houston; Harris, Fort Bend, Montgomery, Galveston, and Brazoria Counties. This area contains 94 incorporated cities; it is entirely situated within the Houston-Galveston Area Council (H-GAC) region with a population of over 6 million people.

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 teams and programs developed are very successful and filled a tremendous need in the community. We would look towards the possibility of continuing personnel funding from each jurisdiction and corporate funding, other grant funding opportunities and other non-government funding sources to meet the other needs of the program.

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 4: Enhanced Community Preparedness. Enhance community resiliency through efforts to improve the preparedness of individuals, households, private sector, schools, government, and nongovernmental organizations (NGOs); and continue to train citizens to augment government efforts in a catastrophic incident UASI Strategic Objective: Objective 1: Increase preparedness in all sectors of the community by planning and implementing programs that encourage community members to make a plan, build a kit, and stay informed, as well as encourage businesses to be ready for crises through continuity of operations planning and other appropriate preparations. Objective 2: Employ and sustain staff needed to support enhanced community preparedness activities. Objective 3: Secure the tools and technologies needed to conduct expanded training and outreach efforts. Objective 4: Maintain the comprehensive training programs required to enhance community preparedness borrowing, where feasible, on existing materials and best practices of other communities.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Community Preparedness and Resilience	100.00	Contract to educate and train Galveston County residents for CERT (Community Emergency Response Teams)

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of community preparedness (CCP, CERT or other similar agency sponsored programs) events held.	4
Number of exercises conducted.	4
Number of individuals participating in exercises.	40
Number of people trained.	100
Number of planning/coordination meetings attended.	4
Number of planning/coordination meetings conducted (including whole community as appropriate).	8
Number of plans developed or updated.	0
Number of plans reviewed.	0
Number of trainings conducted.	16

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of people participating in community preparedness events.	10
Number of stakeholders participating in planning/coordination meetings.	200

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 Citizen Corps Councils

Capabilities

Core Capability: Community Resilience

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: Plan academy trainings, exercises, continuing education courses, skills refreshers and outreach dates for the grant period of performance.; **Completion Date:** 03-01-2027
Milestone: Conduct a minimum of two adult CPR/AED classes.; **Completion Date:** 06-01-2027
Milestone: Conduct a minimum of four basic CERT academies.; **Completion Date:** 09-14-2027
Milestone: Conduct a minimum of four continuing education classes and skills refresher training with CERT program graduates.; **Completion Date:** 12-01-2027

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/%
Contractual and Professional Services	Consultant (Training)	CERT/Citizen Corps Administration and Coordination Contract (01/01/2027 to 12/31/2027) (vendor: Greater Metropolitan Safety Council) – This contract is needed to administer and coordinate the	$82,400.00	$0.00	$0.00	$0.00	$82,400.00	0

		Galveston County Community Emergency Response Team (CERT)/Citizen Corps as well as provide training, exercises, and drills to CERT volunteers. Total Cost of the contract is $82,400 invoiced monthly for a service period that runs 01/01/2027 to 12/31/2027.						
Supplies and Direct Operating Expenses	Software License and User Fees (Training)	Annual Website Domain Renewal Fee: Preparedness and Awareness website for the CERT/Citizen Corps program. 1 Renewal Fee @ $900.	$900.00	$0.00	$0.00	$0.00	$900.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	$82,400.00	$0.00	$0.00	$0.00	$82,400.00
Supplies and Direct Operating Expenses	$900.00	$0.00	$0.00	$0.00	$900.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$83,300.00	$0.00	$0.00	$0.00	$83,300.00

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
*44.

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 #:5996801**
11) **Description: Tactical armored rescue vehicle to support counter terrorism and active threats**

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded $400,000.00**
15) **County Funded $0.00**
16) **Total Project Amount: $400,000.00**
17) **Assigned Department Contact: Jesse Ryholt - OEM Director**

County Funding Sources

18) **Match Fund: No Match Required**
19) **Match Division:**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Jamie Brownson	Approve	4/29/26 1:23 pm
2	Miriam Moran	Approve	4/29/26 1:41 pm
3	Jesse Ryholt	Approve	4/29/26 2:57 pm
4	Diana Huallpa	Approve	4/29/26 5:43 pm
5	Sergio Cruz	Approve	4/30/26 8:11 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.
Armored Vehicle - The Galveston County Sheriff's Office (GCSO) seeks FY2026 UASI funding to purchase a tactical armored rescue vehicle to support counter terrorism, active threat response, and high-risk law enforcement operations within Galveston County and the Houston-Galveston UASI region. The vehicle will provide protected mobility for deputies during terrorist incidents, active attacker events, barricaded subjects, and operations involving critical infrastructure, maritime facilities, and densely populated venues. This project directly enhances responder safety, tactical capability, and regional interoperability in alignment with UASI core capabilities.

FINANCIAL SUMMARY

	Grant Match	County Match
Armored Vehicle:	$400,000.00	$0.00

RECOMMENDATIONS

Grants Administration respectfully requests that the Court ratify the submission of the FY 2026 UASI grant applications to the Office of the Governor – Homeland Security Division.

ATTACHMENTS FOR WET SIGNATURE

- **None**

Print This Page

Agency Name: Galveston County
Grant/App: 5996801 **Start Date:** 9/1/2026 **End Date:** 5/31/2028

Project Title: Armored Rescue Vehicle
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
746000908

Application Eligibility Certify:
Created on:4/16/2026 9:12:54 AM By:Brad Burness

Profile Information

Applicant Agency Name: Galveston County
Project Title: Armored Rescue Vehicle
Division or Unit to Administer the Project: Galveston County Sheriff's Office
Address Line 1: 722 Moody Ave
Address Line 2:
City/State/Zip: City of Galveston Texas 75590-2317
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,Chambers,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: Clayton Pope
Email: clayton.pope@galvestoncountytx.gov
Address 1: 601 54th St.
Address 1:
City: Galveston, Texas 77553
Phone: 409-766-2369 Other Phone:
Fax:
Title: Mr.

Salutation: Captain
Position: Captain

Grant 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) - Law Enforcement Terrorism Prevention Activities (LETPA): 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 law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. Urban areas must employ regional approaches to overall preparedness.

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.

LETPA

Law Enforcement Terrorism Prevention Activities (LETPA)
The state is responsible for ensuring that at least 35 percent (35%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. 607.

Grant projects must be consistent with the Federal Emergency Management Agency (FEMA) Information Bulletin (IB) 412 which discusses eligible activities outlined in:

a. The National Prevention Framework;
b. The National Protection Framework where capabilities are shared with the prevention mission area;
c. Section 2006 of the Homeland Security Act of 2002, as amended; and
d. The FY 2007 Homeland Security Grant Program Guidance and Application Kit.

Activities eligible for use of LETPA focused funds include but are not limited to: Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts. Coordination between fusion centers and other analytical and investigative efforts. Implementation and maintenance of the Nationwide Suspicious Activity Reporting (SAR) Initiative. Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners. Increased physical security, through law enforcement personnel and other protective measures, by implementing preventative and protective measures at critical infrastructure sites or at-risk nonprofit organizations.

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.
The Galveston County Sheriff's Office (GCSO) seeks FY2026 Urban Area Security Initiative (UASI) funding to acquire a tactical armored rescue vehicle to support counterterrorism, active threat response, and high-risk law enforcement

operations throughout Galveston County and the Houston-Galveston UASI region. The vehicle will provide protected mobility for deputies during terrorist incidents, active attacker events, barricaded suspects, and operations involving critical infrastructure, maritime facilities, petrochemical complexes, and densely populated public venues. This project enhances responder safety, tactical capability, and regional interoperability in alignment with UASI core capabilities. The armored rescue vehicle will provide ballistic protection capable of shielding personnel from rifle threats while allowing deputies to safely approach and evacuate civilians or injured officers from dangerous environments. The platform is designed to transport multiple tactical personnel and equipment while operating in hazardous or hostile environments where conventional patrol vehicles cannot safely operate. In addition to personnel transport, the vehicle supports rescue operations, protected approach to critical structures, deployment of tactical teams, and the evacuation of injured victims or officers during high-risk incidents. The vehicle can also serve as a mobile protective platform during incidents involving explosives threats, active shooters, barricaded subjects, or potential CBRNE environments near critical infrastructure such as ports, industrial facilities, and transportation hubs. Acquisition of this capability will significantly enhance the Galveston County Sheriff's Office Special Weapons and Tactics (SWAT) Team, which operates as a FEMA Type II tactical team within the region. Armored rescue vehicles are a critical component of tactical team survivability and operational capability, providing protected mobility for personnel conducting high-risk law enforcement and counterterrorism missions. This addition will strengthen the team's ability to meet FEMA typing expectations for tactical teams by improving officer protection, rescue capability, and the ability to safely deploy personnel during complex incidents. The vehicle will also serve as a regional asset available for mutual aid throughout the Houston-Galveston UASI region, supporting partner agencies during large-scale emergencies, terrorism incidents, mass casualty events.

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.

Galveston County's operational environment includes some of the Houston-Galveston UASI regions highest-profile critical infrastructure and population flows. The Port of Galveston, one of the nation's busiest cruise and cargo ports, processes 3+ million cruise passengers annually, supports continuous commercial shipping, and converges passenger, pedestrian, and freight traffic across shared transportation corridors. These conditions align with the 2025 UASI THIRA's identified hazards of active shooter/armed assault, complex coordinated attacks, and targeted strikes against mass gatherings and maritime infrastructure (UASI THIRA Capability 5.1, 5.3). Current national terrorism trends further elevate the risk environment facing coastal jurisdictions such as Galveston County. Federal threat assessments from the Department of Homeland Security and the Federal Bureau of Investigation continue to identify domestic violent extremists and lone-actor attackers as the most persistent threats. Galveston County's terrorism risk profile is further elevated by the presence of high-consequence biohazard research and laboratory facilities within the county. Such facilities represent nationally recognized critical infrastructure and key resources (CIKR) and are specifically identified in homeland security planning as potential targets for terrorist exploitation, sabotage, or attempted acquisition of hazardous biological materials. Galveston County additionally has several non-port related mass-gathering events annually including Mardi Gras, "Jeep Weekend", and the Lone Star Rally (the largest motorcycle rally in Texas). Any of these events alone can draw a hundred thousand attendees. Under the Houston-Galveston UASI THIRA framework, threats involving CBRNE-adjacent facilities, mass gatherings, and critical infrastructure converge into high-risk scenarios requiring protected law enforcement mobility, rapid interdiction, and secure evacuation operations. GCSO maintains a formal Mutual Aid Agreement with the Port of Galveston, obligating the Sheriff's Office to provide immediate law enforcement response to high-risk incidents affecting port facilities, cruise terminals, and surrounding transportation nodes. A terrorism-related incident involving or coinciding with a biohazard laboratory would likely necessitate armored response capability to safely deploy personnel, establish secure perimeters, and support joint operations with public health, federal, and maritime partners.

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 Galveston County Sheriff's Office (GCSO) maintains a Special Weapons and Tactics (SWAT) Team that provides specialized response to high-risk incidents throughout Galveston County and in support of partner agencies within the Houston-Galveston Urban Area Security Initiative (UASI) region. The GCSO SWAT Team operates as a FEMA Type II tactical team and responds to incidents including terrorist threats, active attacker events, barricaded subjects, hostage situations, high-risk warrant service, and security operations involving critical infrastructure and large public gatherings. The team consists of trained deputies assigned from multiple divisions and functions as a multidisciplinary tactical unit capable of rapid deployment. Personnel include entry operators, designated marksmen, tactical medics, and command staff who coordinate with patrol deputies, investigators, and emergency medical services during critical incidents. Patrol units typically establish containment and perimeter security until SWAT personnel arrive and assume tactical operations. Within the Houston-Galveston UASI region, several agencies maintain advanced tactical teams capable of addressing terrorism-related incidents and complex threats. The region includes five FEMA Type I SWAT teams and two FEMA Type II SWAT teams, including the GCSO SWAT Team. Currently, SWAT personnel respond to threatening environments using standard patrol or tactical vehicles while relying on individual ballistic protective equipment, including body armor, ballistic helmets, and ballistic shields. Deputies utilize available cover from vehicles or surrounding structures while approaching high-risk scenes and deploy on foot once containment and tactical positions are established.

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 2025 Houston-Galveston Urban Area Security Initiative Stakeholder Preparedness Review (SPR) identifies a regional capability limitation affecting law-enforcement special teams operating in high-risk environments. Specifically, the SPR notes that the region "lacks sufficient amounts of PPE for law-enforcement special teams" and highlights the need to sustain and enhance specialized response capabilities (SPR, p. 36). The SPR notes that agencies responsible for protecting critical infrastructure and supporting large-scale public events must maintain equipment that allows responders to operate safely. Galveston County's operational environment includes major critical infrastructure and large public gatherings that present elevated risk scenarios requiring protected law enforcement response. The Port of Galveston processes millions of cruise passengers annually and serves as a major maritime transportation hub. Additionally, events such as Mardi Gras Galveston, Jeep Weekend, and the Lone Star Rally regularly draw tens of thousands of visitors to concentrated areas within the county. Currently, the Galveston County Sheriff's Office SWAT Team responds to high-risk incidents using standard patrol and tactical vehicles that do not provide armored ballistic protection for personnel. Deputies rely primarily on individual protective equipment, including body armor, ballistic helmets, and ballistic shields, when approaching potentially dangerous environments. While these measures provide some protection, they do not provide protected mobility for personnel operating in environments where suspects may possess rifles or other high-threat weapons. Regional partners maintain some armored response vehicles; however, these assets are located in other jurisdictions and may be committed to separate incidents or operational assignments. As a result, reliance on external resources may delay the deployment of protected personnel during time-sensitive incidents within Galveston County.

Impact Statement :
Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.
Acquisition of a tactical armored rescue vehicle will significantly enhance the Galveston County Sheriff's Office (GCSO) ability to respond safely and effectively to high-risk incidents involving terrorism threats, active attacker events, and incidents affecting critical infrastructure and large public gatherings within Galveston County. As described in the Existing Capability section, the GCSO SWAT Team currently responds to threatening environments using standard patrol and tactical vehicles while relying on individual ballistic protective equipment such as body armor, ballistic helmets, and ballistic shields. While these measures provide personal protection, they do not provide protected mobility for personnel approaching hostile environments where suspects may possess rifles or other high-powered weapons. An armored rescue vehicle would allow deputies to safely approach high-threat locations, deploy tactical personnel under ballistic protection, and evacuate injured civilians or officers from dangerous areas. This capability is particularly important given Galveston County's operational environment, which includes critical infrastructure such as the Port of Galveston, maritime transportation facilities, biological research laboratories, and large public events that draw significant crowds each year. Incidents at these locations may require law enforcement to rapidly deploy personnel into dangerous environments while protecting responders and civilians. The armored rescue vehicle will allow the GCSO SWAT Team to transport tactical operators safely, conduct rescues, and maintain control of high-risk scenes during complex incidents. It will also enhance regional preparedness by providing an additional armored response asset available to support partner agencies throughout the Houston-Galveston UASI region during major incidents.

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*.)
1.3.1: In conjunction with federal agencies, conduct unified state and local law enforcement operations to deny the use of the Texas border region to terrorists and criminal organizations, particularly between the ports of entry.

Target Group :
Identify the target group and population expected to benefit from this project.
Primary beneficiaries include GCSO deputies and tactical personnel assigned to high-risk, counterterrorism, and port response missions. Secondary beneficiaries include: -Port of Galveston Police Department -Commercial shipping and cruise passengers -Port employees and contracted labor forces -Regionally affected public and tourist populations The armored rescue vehicle also serves as a deployable asset under UASI mutual aid agreements, enhancing regional capacity across the entire Greater Houston-Galveston area.

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.
GCSO will integrate the armored rescue vehicle into existing standard operating procedures, training cycles, and regional exercise schedules. Maintenance, crew certification, and interoperability drills with port and UASI partner agencies will be sustained through annual fleet budgets and mutual aid training commitments, ensuring longevity beyond the grant period.

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 8: Enhanced Law Enforcement Response Capacity, Objective 8.3: Enhance and sustain equipment and technology that enables law enforcement organizations and FEMA typed teams to prevent, protect against, and respond to human-caused incidents in the Houston UASI region. This project will help the Houston-Galveston UASI region attain its goals and objectives by closing a critical gap in protected law enforcement response capability during terrorism-related and complex coordinated incidents. The acquisition of an armored rescue vehicle provides the region with an immediately deployable, interoperable asset that enhances responder safety, operational coordination, and mission effectiveness in high-threat environments. By enabling protected movement of personnel, rapid victim rescue, and secure access to hostile or uncertain scenes, the project directly supports UASI objectives related to counterterrorism response, critical infrastructure protection, mass-gathering security, and CBRNE-informed incident management. The vehicle strengthens regional mutual aid capacity, allowing Galveston County to support neighboring jurisdictions, port facilities, and special events without delay. Ultimately, this capability improves the region’s ability to prevent loss of life, reduce responder risk, and rapidly stabilize incidents that threaten public safety, public health, and economic continuity.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Support of First Responder Capabilities	100.00	An armored rescue vehicle will enhance the capability to support first responders by providing critical protection and operational support during high-risk incidents. This vehicle will serve as essential protective equipment, allowing deputies to safely respond to terrorism threats, active shooter situations, and other violent encounters. It enables secure transport of personnel, protected approach to hostile environments, and rapid extraction of injured civilians and officers. The armored platform significantly reduces exposure to ballistic threats and improves overall responder safety. By equipping first responders with this capability, GCSO strengthens its ability to prevent, protect against, and respond effectively to critical incidents while supporting regional mutual aid and coordinated emergency response efforts across the Houston UASI area.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	20
Number of individuals participating in exercises.	25
Number of people trained.	25
Number of Special Response Team personnel provided with new or updated equipment.	20
Number of Special Response Teams created, maintained or enhanced.	1
Number of trainings conducted.	10

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

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 regional response teams

Capabilities

Core Capability: Mass Search and Rescue Operations

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : New Capabilities (Build)

Are the assets or activities Deployable or Shareable: Shareable

___ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

___ 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: Close Out

Description: The completion of all work on a project. Can also refer to completion of a phase of the project.

Process: Involves formally terminating and concluding all tasks, activities, and component parts of a particular project, or phase of a project.

Milestones

Milestone: Begin Purchasing process; **Completion Date:** 11-01-2026
Milestone: Complete the procurement process; **Completion Date:** 06-01-2027
Milestone: Complete first training and certification with equipment and operators; **Completion Date:** 10-01-2027

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool: Special Weapons and Tactics Team

Enter the ID of the typed resources from the Resource Type Library Tool: 6-508-1245

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/%
Equipment	12VE-00-MISS Vehicle, Specialized Mission	Tactical Armored Rescue Vehicle- Vehicle has all-steel armor	$400,000.00	$0.00	$0.00	$0.00	$400,000.00	1

		construction, enhanced off-road capabilities (all-terrain run-flat tires), seating for 12 fully equipped officers, gas deployment capability, hydraulic ram for breaching capability.						

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
Equipment	$400,000.00	$0.00	$0.00	$0.00	$400,000.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$400,000.00	$0.00	$0.00	$0.00	$400,000.00

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
*45.

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

Consideration of authorization of Start Up Documents for the Texas General Land Office Community Development Block Grant, Regional Mitigation Program- Method of Distribution submitted by Grants Administration

Approval History

Seq #	Approver	Action	Action Date
1	Jamie Brownson	Approve	4/29/26 3:24 pm
2	Miriam Moran	Disapprove	4/29/26 3:32 pm
Notes:	This does not require a GAR. Dianna Martinez will be the approval sequence. Sorry to kick it back.		
3	Dianna Martinez	Approve	5/4/26 4:56 pm

MEMORANDUM

To: **Galveston County Commissioners Court**

From: **Grants Administration Department**

Court Date: **5/11/2026**

RE: **Engineering Department**

GLO CDBG Regional Mitigation Program – Method of Distribution

Rollover Pass Waterline, Bacliff Street and San Leon Street Improvements

BACKGROUND

The U.S. Housing and Urban Development provided Community Development Block Grant (CDBG) Regional Mitigation Program (RMP) funding to the State of Texas through the General Land Office (GLO). This funding represented an opportunity to fund strategic and high-impact activities to mitigate disaster risks identified by a community and reduce future losses in those areas. Galveston County was eligible through the Houston-Galveston Area Council (H-GAC) Method of Distribution (MOD) and was awarded for 3 mitigation projects: 1 Flood and Drainage Improvement and 2 Street Improvements projects throughout the County of Galveston.

SUMMARY

Galveston County has been awarded and contracted the GLO CDBG Regional Mitigation Program – Method of Distribution for a total of $7,447,005.24. The GLO Award, Contract No. 24-065-207-F592, will be utilized for the Rollover Pass Waterline Improvements, Bacliff Street Improvements and San Leon Street Improvements. The following documents are requirements for start-up contract implementation.

FINANCIAL SUMMARY

Grant Award: $ 7,447,005.24

County Contribution: $ 0.00

Total Project Cost: $ 7,447,005.24

RECOMMENDATIONS

Grants Administration requests the Court to consider the authorization of the GLO CDBG Regional Mitigation Program start-up required documents for contract implementation.

ATTACHMENTS FOR WET SIGNATURE

Signatory Resolution – Page 2
Authorized Signatory Form – Page 3
Direct Deposit Form – Page 5
Texas Identification Number Form – Page 6
Choice Limiting Action Memo – Page 8
Project Reevaluation Policy Memo – Page 10
Revised ERR Review Policy Memo – Page 12
Appointment of Civil Rights Officer – Page 13
Appointment of Labor Standards Officer – Page 15
Initial Real Property Acquisition Report – Page 17
Section 504 Self Evaluation Form – Page 19
Special Conditions Checklist (Bacliff Street Improvements) – Page 20
Special Conditions Checklist (San Leon Street Improvements) – Page 21
Special Conditions Checklist (Rollover Bay Waterline Improvements) – Page 22
Civil Rights Resolution – Page 24
Citizen Participation Plan – Page 26
Excessive Force Policy – Page 29
Fair Housing Policy – Page 31
Section 504 Policy & Procedures – Page 36
Limited English Proficiency Plan – Page 44
Code of Conduct/ Conflict of Interest Procedures – Page 46

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND REQUESTS FOR FUNDS PERTAINING TO THE GENERAL LAND OFFICE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, REGIONAL MITIGATION PROGRAM- METHOD OF DISTRIBUTION

WHEREAS, Galveston County, Texas, has received a Community Development Block Grant award to provide mitigation infrastructure improvements, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds and;

WHEREAS, an original signed copy of the CDBG *Depository/Authorized Signatories Designation Form* is to be submitted with a copy of this Resolution: and

WHEREAS, Galveston County, Texas acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.) the County must provide the following:

- A resolution stating who the new authorized signatory is (not requires if this original resolution names only the title and not the name of the signatory); and
- A revised *Depository/Authorized Signatories Designation* Form

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS COURT OF GALVESTON COUTY, TEXAS AS FOLLOWS:

The County Judge and County Auditor are authorized to execute contractual documents associated to the Community Development Block Grant Program;

The County Judge and Director of Grants Administration are authorized to execute environmental review documents between the Texas General Land Office and the County; and

The County Judge, County Auditor, Chief Financial Officer, Director of Grants Administration, County Engineer and Assistant County Engineer will be authorized to execute the State of Texas Purchase Voucher and Request for Payment Form documents required for requesting funds approved in the Community Development Block Grant Program

PASSED, APPROVED, and ADOPTED by the County Commissioners Court of Galveston County on this _11th_ day of _MAY__ 2026

Galveston County, Texas

_____

Mark Henry, County Judge

Galveston County, Texas

ATTEST:

_____

Galveston County, Texas

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Subrecipient:	Galveston County	Contract Number:	24-065-207-F592

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Mark Henry	Sergio Cruz
Name	Name
County Judge	County Auditor
Title	Title
Signature	Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

Prosperity Bank
Name of Lending Institution
2424 Market
Address
Galveston, TX 77550
City, State, Zip Code

Fund Account Number:	7431431

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Sergio Cruz	Diana Huallpa
Name	Name
County Auditor	Chief Financial Auditor
Title	Title
Signature	Signature

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Miriam Moran	Nancy Baher
Name	Name
Director of Grants Administration	Assitant County Engineer
Title	Title
Signature	Signature
Michael Shannon	
Name	Name
County Engineer	
Title	Title
Signature	Signature

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

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.*

Comptroller of Public Accounts FORM 74-176 (Rev.9-21/21) FMX

STATE OF TEXAS

PRINT FORM | CLEAR FIELDS

Direct Deposit Authorization

This form may be used by vendors, individual recipients or state employees to receive payments from the state of Texas by direct deposit or to change/cancel existing direct deposit information.

Transaction Types

SECTION 1

1. Select transaction types:

- [x] New setup *(Sections 2, 3, 5 and 6)*
- [ ] Change financial institution *(Sections 2, 3, 4, 5 and 6)*
- [ ] Change account number *(Sections 2, 3, 4, 5 and 6)*
- [ ] Change account type *(Sections 2, 3, 4, 5 and 6)*
- [ ] Cancellation *(Sections 2 and 6 - Sections 7 and 8 for state agency use)*
- [ ] Change custodial agency ____

Payee Identification

SECTION 2

2. Payee type
- [ ] State employee
- [x] Vendor or other recipient

3. Identification number
- [x] Texas Identification Number (TIN)
- [ ] Employer Identification Number (EIN)
- [ ] Social Security number (SSN)*
- [ ] Individual Taxpayer Identification Number (ITIN)

74-6008908

4. Mail code *(If not known, leave blank.)*

5. Payee name: **Galveston County**

6. Phone *(Area code and number)*: (409) 762-8621 ext.

7. Mailing address *(Street, city, state and ZIP code)*: **722 Moody** **Galveston, TX** **77550**

New Account Information (Setups and Changes) *(Completion by financial institution is recommended)*

SECTION 3

8. Financial institution name: **Prosperity Bank**

9. City: **Galveston**

10. State: **TX**

11. Routing number *(9 digits)*: 113122655

12. Customer account number *(maximum 17 characters)*: 74314431

13. Account type: [x] Checking [ ] Savings

14. Financial representative name *(optional)*

15. Title *(optional)*

16. Financial representative signature *(optional)*

17. Phone *(Area code and number) (optional)* ( ) ext.

18. Date *(optional)*

Existing Account Information (Changes Only)

SEC 4

19. Routing number *(9 digits)* ___ – ___ – ___

20. Customer account number *(maximum 17 characters)*

21. Account type: [ ] Checking [ ] Savings

International Payments Verification *(required)*

SEC 5

22. Will these payments be forwarded to a financial institution outside the United States? ..... [ ] YES [x] NO

If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).

Authorization for Setup, Changes or Cancellation *(required)*

SECTION 6

I authorize the state agency that issues my state of Texas payments via the Texas Comptroller of Public Accounts to electronically deposit my payments to my financial institution. I understand that any payments deposited in error to my account will be reversed by the agency that issues my state of Texas payments via the Texas Comptroller of Public Accounts.

I further understand that the agency that issues my state of Texas payments and the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. *(For further information on these rules, please contact your financial institution.)*

sign here ▶ 23. Authorized signature

24. Printed name: **Mark Henry, County Judge**

25. Date: **5/11/2026**

Cancellation by Agency *(for state agency use)*

SEC 7

26. Reason

27. Date

State Agency Contact *(for state agency use)*

SECTION 8

sign here ▶ 28. Authorized signature

29. Date

30. Phone *(Area code and number)* ( ) ext.

31. Agency number

32. Agency name

33. Comments

34. ***Please return to the paying agency at the following address:***

** See Federal Privacy Act Statement on page 2.*

PRINT FORM | CLEAR FORM

Comptroller of Public Accounts FORM AP-152 (Rev.8-21/18) FMX

Application for Texas Identification Number

• *See instructions on back*

For Comptroller's use only

1. Is this a new account? ☑ YES Mail Code 000 Complete Sections 1 - 5 ☐ NO Enter Mail Code ____ Complete Sections 1, 2 & 5 Agency number ____

Section 1

2. **Texas Identification Number (TIN) -** Indicate the type of number you are providing to be used for your TIN
   - ☑ Employer Identification Number (EIN) *(9 digits)*
   - ☐ Social Security number (SSN) *(9 digits)*
   - ☐ Individual Taxpayer Identification Number (ITIN) *(9 digits)*
   - ☐ Comptroller's assigned number (FOR STATE AGENCY USE ONLY) *(11 digits)*
   - ☐ Current Texas Identification Number (FOR STATE AGENCY USE ONLY) *(11 digits)*

   Enter the number indicated **7 4 - 6 0 0 9 0 8**

3. Are you currently reporting any Texas tax to the Comptroller's office such as sales tax or franchise tax? ☐ YES ☑ NO If "YES," enter Texas Taxpayer Number ____

Section 2

Payee Information *(Please type or print)*

4. Name of payee (Individual or business to be paid)
   Galveston County
5. Mailing address where you want to receive payments
   722 Moody
6. *(Optional)*
7. *(Optional)*
8. *(Optional)*
9. City **Galveston** State **T X** ZIP code **7 7 5 5 0 – 2 3 1 7**
10. Payee telephone number *(Area code and number)* **4 0 9 7 6 2 – 8 6 2 1** SIC code ____ Security type code ____ (**0, 1, 2**) Zone code ____

Section 3

11. **Ownership Codes -** Check only one code by the appropriate ownership type that applies to you or your business.

- ☐ **I** - Individual Recipient (not owning a business)
- ☐ **S** - Sole Ownership (Individual owning a business): If checked, enter the owner's name and Social Security number (SSN)
  - Owner's name ____
  - SSN / ITIN *(9 digits)* ____
- ☐ **P** - Partnership: If checked, enter two partner's names and Social Security numbers (SSN). If a partner is a corporation, use the corporation's Employer Identification Number (EIN).
  - Name ____
  - SSN / ITIN / EIN *(9 digits)* ____
  - Name ____
  - SSN / ITIN / EIN *(9 digits)* ____
- ☐ **L** - Texas Limited Partnership: If checked, enter the Texas File Number ____
- ☐ **T** - Texas Corporation: If checked, enter the Texas File Number ____
- ☐ **A** - Professional Association: If checked, enter the Texas File Number ____
- ☐ **C** - Professional Corporation: If checked, enter the Texas File Number ____
- ☐ **O** - Out-of-State Corporation
- ☑ **G** - Governmental Entity
- ☐ **U** - State agency / University
- ☐ **F** - Financial Institution
- ☐ **R** - Foreign (out of U.S.A.)
- ☐ **N** - Other: If checked, explain. ____

Section 4

12. Payment Assignment? ☐ YES ☑ NO *Note: A copy of the assignment agreement between payees must be attached.*

Assignee name ____

Assignee TIN ____ Assignment date ____

Section 5

13. Comments ____

14. sign here ▸ Authorized signature *(Applicant or authorized agent)* ____ Date **5/11/2026**

15. Agency name **Galveston County** Prepared by **Evelyn Vargas** Phone *(Area code and number)* **(409) 766-2437**

GLO-CDR Regulatory Oversight – Revised Policy Memo on Choice Limiting Actions

Date: January 7, 2022
To: CDBG-DR/CDBG-MIT Subrecipients/Responsible Entities/Certifying Officers
From: Jill Seed, Director, GLO-CDR Regulatory Oversight
Through: Heather Lagrone, GLO-CDR Senior Deputy Director
Subject: Responsibilities of Subrecipients/Responsible Entities/Certifying Officers regarding Limitations on Activities Pending Clearance (Choice Limiting Actions) 24 CFR 58.22

Subgrantees who receive CDBG-DR/CDBG-MIT funds administered by the TXGLO are considered responsible entities (REs), also referred to as subrecipients, and must complete an environmental review compliant with 24 CFR 58 on all project activities before funds are obligated. Each RE must designate a Certifying Officer who is ultimately responsible for signing off on the completeness of environmental reviews as described in 24 CFR 58.13. The RE/Certifying Officer is also responsible for ensuring that the timing of the environmental review process is consistent with the requirements outlined in 24 CFR 58.22 - Limitations on Activities Pending Clearance, commonly referred to as "choice limiting actions."

Choice limiting activities occur in two commonly observed missteps:

1. Prior to the completion of the environmental review and;
2. After completing the environmental review and receipt of the Authority to Use Grant Funds (AUGF) if the RE fails to adhere to the project re-evaluation process required by 24 CFR 58.47.

HUD's regulations at 24 CFR 58.22 prohibit grant recipients and their partners from committing or spending HUD or non-HUD funds on any activity that could have an adverse environmental impact or limit the choice of reasonable alternatives prior to completion of an environmental review once a project has become "federal." This prohibition on "choice-limiting actions" prohibits physical activity, including acquisition, rehabilitation, and construction, as well as contracting for or committing to any of these actions. Other regulatory requirements are found in the Council of Environmental Quality regulations (NEPA) at 40 CFR 1502.2(f), which require that agencies not commit resources prejudicing selection of alternatives before making a final decision. Per 24 CFR 58.10, Part 58 environmental clearance requires RE's to comply with NEPA.

The restriction on undertaking or committing funds for choice-limiting actions does not apply to undertakings or commitments of non-federal funds before a project participant has decided to apply for HUD funding. A party may begin a project in good faith as a private project and is not precluded from later deciding to apply for federal assistance. However, when the party applies for federal assistance, it will generally need to cease further choice-limiting actions on the project until the environmental review process is complete.

24 CFR 58.22(a) further expands to state that neither a recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance under a program listed in § 58.1(b) on an activity or project until the GLO has accepted the Request for Release of Funds (RROF) and

environmental certification from the RE.

In addition, until the RROF and environmental certification have been approved, neither a recipient nor any participant in the development process may commit non-HUD funds on or undertake an activity or project under a program listed in § 58.1(b) if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

Anytime there is a change in the project's scope of work, regardless of magnitude, the re-evaluation process in 24 CFR 58.47 must be followed prior to any work being initiated or funded. If a RE fails to comply with 24 CFR 58.47, a choice limiting action as described in 24 CFR 58.22(a) may have occurred.

For brevity, a re-evaluation is required when the project footprint or area of potential effect (APE) changes regardless of the amount of linear feet/area, project activities are added/removed, unexpected conditions arise, or changes are made to the nature, magnitude, or extent of the project. If the original finding is assessed as still valid, the environmental review record (ERR) would be updated with a memo to the file, which is commonly referred to as a Letter of Re-evaluation or LRE. If the original finding is assessed as no longer valid, the RE may have to prepare a new environmental review record and proceed with the approval process, which includes but is not limited to a new environmental review record, public notices, public comment and objection periods, and a new Request for Release of Funds (RROF) and AUGF.

According to 24 CFR 58.72, in cases where the GLO is exercising HUD's responsibilities outlined in 24 CFR 58.18 and has approved an environmental certification and RROF but subsequently learns that the RE violated 58.22(a), or otherwise failed to comply with any applicable environmental authority, the GLO can impose appropriate remedies and sanctions in accordance with the law and regulations for the program under which the violation was found. This may include repayment of federal funds.

The GLO requests acknowledgment of these requirements by each REs Certifying Officer. Please sign and submit to the appropriate GLO Grant Manager.

GLO Contract #: 24-065-207-F592

Responsible Entity Certifying Officer name: Mark Henry, County Judge

Responsible Entity Certifying Officer signature and date: 5/11/2026

GLO-CDR Regulatory Oversight – Revised Policy Memo on Project Re-evaluations

Date: January 7, 2022
To: CDBG-DR/CDBG-MIT Subrecipients/Responsible Entities/Certifying Officers
From: Jill Seed, Director, GLO-CDR Regulatory Oversight
Through: Heather Lagrone, GLO-CDR Senior Deputy Director
Subject: Responsibilities of Subrecipients/Responsible Entities/Certifying Officers regarding project re-evaluations per 24 CFR 58.47

This memo is a result of directives given to the Texas General Land Office (GLO) by the U.S. Department of Housing and Urban Development (HUD) on December 16, 2021. **The GLO will no longer conduct reviews of subrecipients project re-evaluations, as described below.**

Subgrantees who receive CDBG-DR/CDBG-MIT funds administered by the TXGLO are considered responsible entities (REs), also referred to as subrecipients, and must complete an environmental review compliant with 24 CFR 58 on all project activities before funds are obligated. Under 24 CFR 58, the environmental review can be completed by the REs staff, program partners, or a hired consultant; however, the RE is ultimately responsible for the content of the Environmental Review Record (ERR) and must make an independent evaluation of the environmental issues, take responsibility for the scope and content of the compliance findings, and make the final environmental decision concerning project approval. The RE is also responsible for ensuring any mitigation measures or conditions for approval are implemented and for maintaining the ERR in accordance with HUD requirements.

Each RE must designate a Certifying Officer who is ultimately responsible for signing off on the completeness of environmental reviews as described in 24 CFR 58.13. **The GLO Regulatory Oversight may provide technical assistance on sections of the subrecipients ERRs; however, GLO is not responsible for any inaccuracies and should the ERR fail to meet federal/state requirements, including applicable Federal Register requirements, the RE is financially responsible for the oversight and any corrective action required. Completeness of the REs ERR, including mitigation measures and project-specific conditions, will be verified during GLOs in-depth Environmental Monitoring and Enforcement Program (24 CFR 58.18).**

Anytime there is a change in scope of work, the re-evaluation process in 24 CFR 58.47 must be followed prior to any work being initiated or funded. For brevity, a re-evaluation is required when the project footprint or area of potential effect (APE) changes regardless of the amount of linear feet/ area, project activities are added/removed, unexpected conditions arise, or changes are made to the nature, magnitude, or extent of the project. If the original finding is assessed as still valid, the ERR would be updated with a memo to the file, which is commonly referred to as a Letter of Re-evaluation or LRE. If the original finding is assessed as no longer valid the RE may have to prepare a new environmental review and proceed with the approval process, which includes but is not limited to a new environmental review, public notices, public comment and objection periods, and a new Request for Release of Funds (RROF) and AUGF.

If a RE fails to comply with 24 CFR 58.47, a choice limiting action as described in 24 CFR 58.22(a) may have occurred. Per 24 CFR 58.22(a), neither a recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance under a program listed in § 58.1(b) on an activity or project until HUD or the state has approved the recipient's RROF and the related certification from the responsible entity. In addition, until the RROF and environmental certification have been accepted by GLO, neither a recipient nor any participant in the development process may commit non-HUD funds on or undertake an activity or project under a program listed in § 58.1(b) if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

According to 24 CFR 58.72, in cases where the GLO is exercising HUD's responsibilities outlined in 24 CFR 58.18 and has approved an environmental certification and RROF but subsequently learns that the RE violated 58.22(a) or otherwise failed to comply with any applicable environmental authority, the GLO can impose appropriate remedies and sanctions in accordance with the law and regulations for the program under which the violation was found. This may include repayment of federal funds.

The GLO requests acknowledgment of these requirements by each REs Certifying Officer. Please sign and submit to the appropriate GLO Grant Manager.

GLO Contract #: 24-065-207-F592

Responsible Entity Certifying Officer name: Mark Henry, County Judge

Responsible Entity Certifying Officer signature: _____ Date: 5/11/2026

GLO-CDR Regulatory Oversight – Policy Memo on Revised ERR Review Procedures

Date: January 10, 2022
To: CDBG-DR/CDBG-MIT Subrecipients/Responsible Entities/Certifying Officers
From: Jill Seed, Director, GLO-CDR Regulatory Oversight
Through: Heather Lagrone, GLO-CDR Senior Deputy Director
Subject: Revised GLO Environmental Review Procedures and HUD 7015.15 RROF and Environmental Certification Submissions

This memo is a result of directives given to the Texas General Land Office (GLO) by the U.S. Department of Housing and Urban Development (HUD) on December 16, 2021. **The GLO will no longer conduct reviews of subrecipients environmental review records (ERR), as described below.**

Subrecipients who receive CDBG-DR/CDBG-MIT funds administered by the TXGLO are considered responsible entities (REs) as defined in 24 CFR 58.2 and must complete an environmental review compliant with 24 CFR 58 for all GLO contractually approved activities before federal funds are obligated. Each RE must designate a Certifying Officer who is ultimately responsible for validating the completeness of environmental reviews as described in 24 CFR 58.13. In addition, by signing and submitting HUD 7015.15 Request for Release of Funds and Environmental Certification (RROF), the RE's Certifying Officer is providing a legally binding certification that they have fully carried out their responsibilities for environmental review, decision-making, and action pertaining to the project(s) named.

Effective 12/27/2021, GLO will continue to provide technical assistance, guidance, and training to all subrecipients; however, **submitted environmental documents will not be reviewed for compliance**. Completeness of the REs ERRs, including mitigation measures and project-specific conditions, will be verified during GLOs in-depth **Environmental Monitoring and Enforcement Program** (24 CFR 58.18).

GLO requires subrecipients to upload completed and certified ERRs to the Texas Integrated Grant Reporting (TIGR) system. For projects classified as Categorically Excluded Subject to Section 58.5 (CEST) and Environmental Assessment (EA) per 24 CFR 58.36, submission of the final ERR and HUD 7015.15 RROF and Environmental Certification is required. Projects classified as Exempt (24 CFR 58.34), Categorically Excluded Not Subject to the related laws and authorities (CENST) (24 CFR 58.35(b)), CEST that converts to Exempt (58.34(a)(12)) or site-specific checklist (SSC), do not require a RROF and Environmental Certification; therefore, the RE is required to obtain necessary signatures and upload the ERR into TIGR after which funds can be obligated.

GLO will process HUD 7015.15 RROFs and Environmental Certifications for CEST's and EA's in accordance with federal regulation 24 CFR 58.72, as described below:

The actions which HUD (or a State) may take with respect to a subrecipient's environmental certification and RROF are as follows:
(a) In the absence of any receipt of objection to the contrary, except as provided in paragraph (b) of this section, HUD (or the State) will assume the validity of the certification and RROF and will approve these

documents after expiration of the 15-day period prescribed by statute.

(b) HUD (or the State) may disapprove a certification and RROF if it has knowledge that the responsible entity or other participants in the development process have not complied with the items in § 58.75, or that the RROF and certification are inaccurate.

(c) In cases in which HUD (or the State) has approved a certification and RROF but subsequently learns (e.g., through monitoring) that the recipient violated § 58.22 or the recipient or responsible entity otherwise failed to comply with a clearly applicable environmental authority, HUD (or the state) shall impose appropriate remedies and sanctions in accord with the law and regulations for the program under which the violation was found.

Please keep in mind that the RE is responsible forensuring all project conditions, best management practices (BMPs), and/or mitigation measures are implemented prior to and throughout construction. The RE must maintain documentation of all project conditions, BMPs, and/or mitigation measures in the form of photos, receipts, letters, contracts, and any other evidence that demonstrates compliance. Completeness of the REs ERR will be verified during GLOs Environmental Monitoring and Enforcement Program (24 CFR 58.18(a)(2)). The RE must ensure all ERRs are maintained and current in TIGR, as environmental monitoring will likely occur after the initiation of project work.

As a reminder, anytime there is a change in scope of work, the project re-evaluation process in 24 CFR 58.47 must be followed prior to any work being initiated or funded. If a RE fails to comply with 24 CFR 58.47, a choice limiting action as described in 24 CFR 58.22(a) may have occurred. According to 24 CFR 58.72, in cases where the GLO is exercising HUD's responsibilities outlined in 24 CFR 58.18 and has approved a certification and RROF but subsequently learns that the RE violated 58.22(a) or otherwise failed to comply with any applicable environmental authority, the GLO can impose appropriate remedies and sanctions in accordance with the law and regulations for the program under which the violation was found. This may include repayment of federal funds.

Please note that these procedures are subject to change, and the RE should always contact the Regulatory Oversight team at env.reviews@recovery.texas.gov for the most recent guidance.

The GLO requests acknowledgment of these process revisions by each REs Certifying Officer. Please sign and submit to the appropriate GLO Grant Manager.

GLO Contract #: 24-065-207-F592

Responsible Entity Certifying Officer name: Mark Henry, County Judge

Responsible Entity Certifying Officer signature: _____ Date: 5/11/2026

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Appointment of Civil Rights Officer

Subrecipient: Galveston County | Contract Number: 24-065-207-F592

722 Moody, Galveston, TX 77550
Address, City, State, and Zip Code

(409) 766-2244
Phone Number

Mark.Henry@co.galveston.tx.us
Email Address

Civil Rights Officer:

I, Mark Henry, County Judge do hereby appoint Miriam Moran
Printed Name of Elected Official — Printed Name of Designated Civil Rights Officer

as the Civil Rights Officer for Galveston County

The appointed Civil Rights Officer shall be responsible for the oversight of and compliance with civil rights laws including fair housing, equal opportunity, and Section 504 as required by the Texas General Land Office (GLO) contract identified above. The Civil Rights Officer is responsible for maintaining familiarity with and adhering to all civil rights laws and regulations pertaining to the U.S. Department of Housing and Urban Development (HUD) CDBG-DR and GLO program funding.

The appointed Civil Rights Officer's contact information is:

(409) 770-5550
Phone Number

Miriam.Moran@galvestoncountytx.gov
Email Address

I acknowledge the appointment and duties of Civil Rights Officer.

Signature of Civil Rights Officer — Date: 4/28/26

Appointed **Alternate** Civil Rights Officer for the aforementioned contract. Note that an **Alternate** Civil Rights Officer is optional, but recommended. The appointed **Alternate Civil Rights Officer is:**

N/A
Name of Designated Alternate Officer

N/A
Phone Number

N/A
Email Address

I acknowledge the appointment and duties of Civil Rights Officer.

N/A
Signature of Alternate Civil Rights Officer

N/A
Date

Signature of Elected Official

Mark Henry, County Judge
Title: (Mayor / County Judge

5/11/2026
Date

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.*

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Appointment of Labor Standards Officer

Subrecipient:	Galveston County	Contract Number:	24-065-207-F592

Labor Standards Officer:

I, Mark Henry, County Judge (Name of Mayor/County Judge) hereby appoint Evelyn Vargas (Name of Designated Officer)

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under Title I of the Housing and Community Development Act of 1974 which requires the payment of Davis-Bacon Act prevailing wage rates (which are determined by the DOL) to all workers on GLO-CDR construction projects exceeding $2,000 (42 USC §5310) and all other governing regulations.

The appointed Labor Standards Officer's contact information is:

722 Moody, Galveston, TX 77550-2317	
Address, City, State, and Zip Code	
409-766-2437	Evelyn.Vargas@galvestoncountytx.gov
Phone Number	Email
[signature]	4/28/26
Signature of Labor Standards Officer	Date

Appointed **Alternate** Labor Standards Officer for the aforementioned contract. Note that an **Alternate** Labor Standards Officer is optional, but recommended.

The appointed **Alternate** Labor Standards Officer is:

Miriam Moran	
Name of Designated Alternate Officer	
722 Moody, Galveston, TX 77550-2317	
Address, City, State, and Zip Code	
409-770-5550	Miriam.Moran@galvestoncountytx.gov
Phone Number	Email

I acknowledge the appointment and duties of Labor Standards Officer.

[signature]	4/28/26
Signature of Alternate Labor Standards Officer	Date

	County Judge	5/11/2026
Signature of Elected Official	Title: (Mayor/County Judge)	Date

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.*

INITIAL REAL PROPERTY ACQUISITION ESTIMATE

The Texas General Land Office
Community Development & Revitalization

1. General Information

Subrecipient: Galveston County

Contract #: 24-065-207-F592

Is real property acquisition required for this contract? (*Yes / No*) No

>> Complete only section 4 below.

2. Acquisition Activities

List all activities requiring acquisition and provide a brief narrative with the description / details of each.

Activity	Description / Details *(e.g., Sewer line easements, water well site, street right of way, etc.)*
1b - Sewer Facilities	
3 - Other Public Utilities (Gas)	
5 - Flood and Drainage (F&D) Facilities	
1b - Sewer Facilities	

☐ < Check if condemnation will be pursued for any of the above activities — TXGLO-CDR Notification Date:

☐ < Check if Voluntary Acquisition applies / involved for any of the above activities

☐ < Check if Subrecipient has eminent domain authority

If acquisition activity(ies) have occurred, provide the date of the ***Last / Final Acquisition Activity*** :

3. Acquisition Estimate Information

		Total Dollar Amount Paid	
Acquisition Type	**# of Parcels**	**TXGLO-CDR Funds**	**Other Funds**
Involuntary Acquisition			
Involuntary Acquisition (by donation)			
Voluntary Acquisition (not by donation)			
Voluntary Acquisition (by donation)			
Acquisition through another Public Entity*			
Totals:			

4. Preparer Signature & Information

Mark Henry
Printed Name

County Judge
Title / Position

X
Preparer Signature

5/11/2026
Date Signed

(409)766-2437
Phone Number

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Section 504 Self-Evaluation Form

Subrecipient:	Galveston County	Contract Number:	24-065-207-F592

Project Description:

Rollover Bay Waterline Improvements, Bacliff Street Improvements and San Leon Street Improvements

Recipients of CDBG-DR funds are required to administer programs and activities in compliance with Section 504, including self-evaluation. Disabilities which should be considered include the following non-exhaustive list: Visual impairment; hearing impairment; mobility impairment; speech impairment; coordination disabilities (impairments of muscle control); learning disabilities; life-threatening diseases; psychological disorders; and missing limbs. Attach separate pages for complete answers as necessary. "WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729."

1. Identify individual(s) responsible for collecting information for the Section 504 Self-Evaluation Review.

Rebecca Gilliam, Human Resources Director

2. Identify the individual(s) with disabilities and/or organizations representing persons with disabilities that were consulted for the self-evaluation review. Describe how they participated in the self-evaluation review.

3. Describe Section 504 nondiscrimination notification procedures. Examples: newspaper advertisements, utility inserts, flyers, postings at public facilities.

Section 504 Nondiscrmiation notification are provided internally to employees viathe HR Policy Manual. Noticiations are posted online via the county website:b https://www.galvestoncountytx.gov/county-offices/grants-department; notifications are also provided by newspaper advertisement/flyer

4. List policies that may limit participation of individuals with disabilities in contractor programs, projects, and activities.

1) None observed
2)
3)
4)

5. Identify and list public facilities that limit accessibility.

1) None observed
2)
3)
4)
5)

6. Describe contractor in-house procedures for circulation information on Section 504 and procedures for staff training on Section 504.

7. Identify Section 504 contractor complaint procedures.

1) Notification to ADA Coordinator/Human Resources Director, to be made within 10 business days
2) Investigation conducted by ADA Coordinator/Director of Human Resources
3) Written determination made of validity of compliant within 20 business days
4)
5)

8. Describe contractor's efforts to ensure compliance with Section 504 by third-party contractors/sub-contractors (construction contractors, engineers, administrators, etc.).

Section 504 compliance is required on all contractor/subcontractor agreements, verbiage is added in agreements/contracts prohibiting discrimination

9. Describe contractor's efforts to make information, documents and publication available to individuals with special needs. Examples: large print, audio recordings, documents in Braille, computer disks or USB devices.

Information and materials are available upon request, individuals requesting special accomodations or services must contact the co

10. List special information services that are available. Example: telephone listening devices, information sheet on TDD Relay Texas Service Center for the deaf, interpreters, readers, listening devices, audio-visual presentations, automated electronic devices, assistive listening devices, documents in Braille.

Galveston County can provide auxiliary aids and services such as assistive listening devices, TDD/TYY and ASL/ESL interpreters, etc

11. List emergency evacuation procedures.

1) Contact the Office of Emergency Management
2)
3)
4)
5)

12. Identify any other steps taken.

Signature _____ Date: 5/11/2026

Title County Judge

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.*

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Special Conditions Checklist

Subrecipient Name	Galveston County	Contract Number	24-065-207-F592
Revised Submission of Checklist? ☐ Yes ☑ No		Program	CDBG-MIT
HUD Activity Type	Rehabilitation/reconstruction of a public improvement	Project Title	Bacliff Street Improvements

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.

Please review the following Special Conditions as found in the Attachment E of the Subrecipient Contract. Indicate if the condition applies to the entire contract, or if it applies to the project title referenced above. A Special Conditions Checklist should be submitted for <u>each project</u> referenced in the GLO-CDR application. The appropriate HUD Activity Type can be found on the Attachment A of the Subrecipient Contract.

Special Conditions	Applies to Entire Contract?	Applies to Project Title?	Anticipated Timeline to Accomplish the Special Condition	Date Completed
A. REIMBURSEMENT, GENERALLY	Yes	Yes	Throughout Contract	3/31/2029
B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE	N/A	N/A		
C. PROJECT MAPPING/DESIGN INFORMATION	Yes	Yes	Construction Completion	12/31/2028
D. WATER SYSTEM IMPROVEMENTS	N/A	N/A		
E. SEWER SYSTEM IMPROVEMENTS	N/A	N/A		
F. WASTEWATER TREATMENT CONSTRUCTION	N/A	N/A		
G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS	N/A	N/A		
H. BUILDING CONSTRUCTION	N/A	N/A		
I. BRIDGE CONSTRUCTION/REHABILITATION	N/A	N/A		
J. DISASTER SHELTERS	N/A	N/A		
K. DEBRIS REMOVAL	N/A	N/A		
L. USE OF BONDS	No	Yes		
M. PROGRAM GUIDELINES	Yes	Yes	Throughout Contract	3/31/2029
N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE	N/A	N/A		
O. UNSECURED FORGIVABLE PROMISSORY NOTE (“NOTE”)	N/A	N/A		
P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE	N/A	N/A		
Q. COASTAL MANAGEMENT	No	No		

Is a permit involved with this project? ☑ Yes ☐ No	If yes, please indicate who will be granting the permit, its purpose, and when it will granted. **Note: This box allows six text lines. Please be descriptive but brief**	Permitting will be determined thorughout the design phase if necessary.

Authorized Representative Name	Mark Henry	Signature		Date	5/11/2026
Title	County Judge				

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.

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Special Conditions Checklist

Subrecipient Name	Galveston County	Contract Number	24-065-207-F592
Revised Submission of Checklist? ☐ Yes ☑ No		Program	CDBG-MIT
HUD Activity Type	Rehabilitation/reconstruction of a public improvement	Project Title	San Leon Street Improvements

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.

Please review the following Special Conditions as found in the Attachment E of the Subrecipient Contract. Indicate if the condition applies to the entire contract, or if it applies to the project title referenced above. A Special Conditions Checklist should be submitted for each project referenced in the GLO-CDR application. The appropriate HUD Activity Type can be found on the Attachment A of the Subrecipient Contract.

Special Conditions	Applies to Entire Contract?	Applies to Project Title?	Anticipated Timeline to Accomplish the Special Condition	Date Completed
A. REIMBURSEMENT, GENERALLY	Yes	Yes	Throughout Contract	3/31/2029
B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE	N/A	N/A		
C. PROJECT MAPPING/DESIGN INFORMATION	Yes	Yes	Construction Completion	12/31/2028
D. WATER SYSTEM IMPROVEMENTS	N/A	N/A		
E. SEWER SYSTEM IMPROVEMENTS	N/A	N/A		
F. WASTEWATER TREATMENT CONSTRUCTION	N/A	N/A		
G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS	N/A	N/A		
H. BUILDING CONSTRUCTION	N/A	N/A		
I. BRIDGE CONSTRUCTION/REHABILITATION	N/A	N/A		
J. DISASTER SHELTERS	N/A	N/A		
K. DEBRIS REMOVAL	N/A	N/A		
L. USE OF BONDS	No	Yes		
M. PROGRAM GUIDELINES	Yes	Yes	Throughout Contract	3/31/2029
N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE	N/A	N/A		
O. UNSECURED FORGIVABLE PROMISSORY NOTE (“NOTE”)	N/A	N/A		
P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE	N/A	N/A		
Q. COASTAL MANAGEMENT	N/A	N/A		

Is a permit involved with this project? ☑ Yes ☐ No	If yes, please indicate who will be granting the permit, its purpose, and when it will granted. **Note: This box allows six text lines. Please be descriptive but brief**	Permitting will be determined during the engineering design phase if necessary.

Authorized Representative Name	Mark Henry	Signature		Date	5/11/2026
Title	County Judge				

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.

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Special Conditions Checklist

Subrecipient Name	Galveston County	Contract Number	24-065-207-F592
Revised Submission of Checklist? ☐ Yes ☑ No		Program	CDBG-MIT
HUD Activity Type	Construction/reconstruction of water/sewer lines or systems	Project Title	Rollover Pass Waterline Improvements

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.

Please review the following Special Conditions as found in the Attachment E of the Subrecipient Contract. Indicate if the condition applies to the entire contract, or if it applies to the project title referenced above. A Special Conditions Checklist should be submitted for <u>each project</u> referenced in the GLO-CDR application. The appropriate HUD Activity Type can be found on the Attachment A of the Subrecipient Contract.

Special Conditions	Applies to Entire Contract?	Applies to Project Title?	Anticipated Timeline to Accomplish the Special Condition	Date Completed
A. REIMBURSEMENT, GENERALLY	Yes	Yes	Throughout Contract	3/31/2029
B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE	N/A	N/A		
C. PROJECT MAPPING/DESIGN INFORMATION	Yes	Yes	Construction Completion	12/31/2028
D. WATER SYSTEM IMPROVEMENTS	Yes	Yes	Throughout Contract	3/31/2029
E. SEWER SYSTEM IMPROVEMENTS	N/A	N/A		
F. WASTEWATER TREATMENT CONSTRUCTION	N/A	N/A		
G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS	N/A	N/A		
H. BUILDING CONSTRUCTION	N/A	N/A		
I. BRIDGE CONSTRUCTION/REHABILITATION	N/A	N/A		
J. DISASTER SHELTERS	N/A	N/A		
K. DEBRIS REMOVAL	N/A	N/A		
L. USE OF BONDS	N/A	N/A		
M. PROGRAM GUIDELINES	Yes	Yes	Throughout Contract	3/31/2029
N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE	N/A	N/A		
O. UNSECURED FORGIVABLE PROMISSORY NOTE (“NOTE”)	N/A	N/A		
P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE	N/A	N/A		
Q. COASTAL MANAGEMENT	Yes	Yes	Throughout Contract	3/31/2029

Is a permit involved with this project? ☑ Yes ☐ No	If yes, please indicate who will be granting the permit, its purpose, and when it will granted. **Note: This box allows six text lines. Please be descriptive but brief**	Permitting will be determined throughout the deisgn phase if necessary.

Authorized Representative Name	Mark Henry	Signature		Date 5/11/2026
Title	County Judge			

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.

RESOLUTION

RESOLUTION REAFFIRMING THE ATTACHED POLICIES IN CONNECTION WITH GALVESTON COUNTY, TEXAS, PARTICIPATION IN FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS AND ADHERENCE TO THE REGULATIONS DESCRIBED THEREIN.

Whereas, Galveston County, Texas, (hereinafter referred to as "County") has been awarded CDBG funding through a CDBG grant from the Texas General Land Office (hereinafter referred to as "GLO");

Whereas, the County, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than $10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the County, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the County, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG project area;

Whereas, the County, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the County, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each CDBG project;

Whereas, the County, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the County, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the CDBG contract, to affirmatively further fair housing;

Whereas, the County, agrees to 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.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS, that the COUNTY REAFFIRMS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures;
2. Excessive Force Policy;
3. Fair Housing Policy;
4. Section 504 Policy and Grievance Procedures;
5. Code of Conduct Policy

The County reaffirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:

6. Section 3 economic opportunity;
7. Limited English Proficiency; and
8. Activity to affirmatively Further Fair Housing choice.

Passed and approved this _____ day of _____, 2026.

Attest:

_____

MARK HENRY
County Judge

GALVESTON COUNTY
CITIZEN PARTICIPATION PLAN & GREIVANCE PROCEDURES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the County, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the CDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the County must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a CDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The County shall comply with the following citizen participation requirements for the preparation and submission of an application for a CDBG project:

1. At a minimum, the County shall hold at least one (1) public hearing prior to submitting the application to the Texas General Land Office.
2. The County shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable CDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the CDBG program, and the use of past CDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The County must comply with the following citizen participation requirements in the event that the County receives funds from the CDBG program:

1. The County shall also hold a public hearing concerning any substantial change, as determined by CDBG, proposed to be made in the use of CDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the CDBG project, the County shall hold a public hearing and review its program performance including the actual use of the CDBG funds.

3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the CDBG project or for the closeout of the CDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The County shall retain documentation of the CDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

TECHNICAL ASSISTANCE

When requested, the County shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG funds. The County, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

COMPLAINT & GREIVANCE PROCEDURES

These complaint procedures comply with the requirements of the Texas General Land Office's Community Development Block Grant (CDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the County, 722 Moody, Galveston, TX 77550, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG project, whether it is a proposed, ongoing, or a completed CDBG contract, should contact Galveston County, at 722 Moody, Galveston, TX 77550 or may call, (409) 770-5550.
2. A copy of the complaint or grievance shall be transmitted by the Director of Grants Administration to the entity that is the subject of the complaint or grievance and to the County Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The County shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to the person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

_____ _____

Mark Henry, County Judge Date

GALVESTON COUNTY
CITIZEN PARTICIPATION PLAN & GREIVANCE PROCEDURES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
(Spanish Translation)

DISPOSICIONES DE AUDIENCIA PÚBLICA

Para cada audiencia pública programada y realizada por el Condado, se deberán observar las siguientes disposiciones de la audiencia pública:

1. El aviso público de todas las audiencias debe publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público debe publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, ubicación y temas que se considerarán en la audiencia pública. Un artículo publicado en un periódico también puede usarse para cumplir con este requisito, siempre que cumpla con todos los requisitos de contenido y tiempo. Los avisos también deben colocarse de manera prominente en edificios públicos y distribuirse a las Autoridades de Vivienda Pública locales y a otros grupos comunitarios interesados.
2. Cuando un número significativo de residentes que no hablan inglés forma parte del área de servicio potencial del proyecto CDBG, los documentos vitales, como los avisos, deben publicarse en el idioma predominante de estos ciudadanos que no hablan inglés.
3. La audiencia pública incluirá una discusión con los ciudadanos según lo establecido en el manual de solicitud de CDBG aplicable, e incluirá, entre otros, el desarrollo de necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa CDBG y el uso de fondos de contratos CDBG anteriores, si corresponde. Se alentará a los ciudadanos, con especial énfasis en las personas de ingresos bajos y moderados que sean residentes de áreas de deterioro y degradación, a presentar sus opiniones y propuestas respecto a las necesidades de desarrollo comunitario y vivienda. Se informará a los ciudadanos sobre el lugar donde pueden presentar sus opiniones y propuestas en caso de que no puedan asistir a la audiencia pública.
4. Una audiencia pública celebrada antes de la presentación de una solicitud de CDBG debe realizarse después de las 5:00 PM en un día laborable o en un horario conveniente el sábado o domingo.
5. Cuando se puede esperar razonablemente que un número significativo de residentes que no hablan inglés participe en una audiencia pública, debe estar presente un intérprete para atender las necesidades de los residentes que no hablan inglés.

El Condado deberá cumplir con los siguientes requisitos de participación ciudadana para la preparación y presentación de una solicitud para un proyecto CDBG:

1. Como mínimo, el Condado deberá realizar al menos una (1) audiencia pública antes de presentar la solicitud a la Oficina de Tierras Generales de Texas.
2. El Condado deberá conservar la documentación de los avisos de audiencia, una lista de las personas que asistieron a la(s) audiencia(s), las actas de la(s) audiencia(s) y cualquier otro registro relacionado con el uso propuesto de los fondos durante tres (3) años después del cierre de la subvención al estado. Dichos registros estarán disponibles al público de acuerdo con el Capítulo 552 del Código de Gobierno de Texas.
3. La audiencia pública incluirá una discusión con los ciudadanos según lo indicado en el manual de solicitud de CDBG aplicable para incluir, pero sin limitarse a, el desarrollo de necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa CDBG, y el uso de los fondos de contratos CDBG anteriores, si corresponde. Se alentará a los ciudadanos, con particular énfasis en personas de ingresos bajos y moderados que sean residentes de áreas de barrios deteriorados y en decadencia, a presentar sus opiniones y propuestas respecto a las necesidades de desarrollo comunitario y vivienda. Se informará a los ciudadanos sobre el lugar donde podrán presentar sus opiniones y propuestas si no pueden asistir a la audiencia pública.
4. Cuando se pueda esperar razonablemente que un número significativo de residentes que no hablan inglés participen en una audiencia pública, debe estar presente un intérprete para atender las necesidades de los residentes que no hablan inglés.

ASISTENCIA TÉCNICA

Cuando se solicite, el Condado proporcionará asistencia técnica a los grupos que representen a personas de ingresos bajos y moderados para desarrollar propuestas sobre el uso de los fondos CDBG. El Condado, basándose en las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, determinará el nivel y tipo de asistencia.

PROCEDIMIENTOS DE QUEJAS Y RECLAMACIONES

Estos procedimientos de quejas cumplen con los requisitos del Programa de Subvenciones en Bloque para el Desarrollo Comunitario (CDBG) de la Oficina General de Tierras de Texas y los Requisitos de los Gobiernos Locales que se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en el Condado, 722 Moody, Galveston, TX 77550, durante el horario laboral regular.

A continuación se presentan los procedimientos formales de quejas y reclamaciones respecto a los servicios proporcionados bajo el proyecto CDBG.

1. Una persona que tenga una queja o reclamación sobre cualquier servicio o actividad relacionada con el proyecto CDBG, ya sea un contrato CDBG propuesto, en curso o completado, debe contactar al Condado de Galveston, en 722 Moody, Galveston, TX 77550, o puede llamar al (409) 770-5550.
2. Una copia de la queja o reclamación será transmitida por el Director de Administración de Subvenciones a la entidad que es objeto de la queja o reclamación y al Abogado del Condado dentro de los cinco (5) días hábiles siguientes a la fecha en que se recibió la queja o reclamación.
3. 3. El Condado deberá completar una investigación de la queja o reclamo, si es posible, y proporcionar una respuesta escrita oportuna a la persona que presentó la queja o reclamo dentro de los diez (10) días.
4. Si la investigación no puede completarse dentro de los diez (10) días hábiles según lo indicado en el punto 3 anterior, se deberá notificar por escrito a la persona que presentó la queja o reclamo, dentro de los quince (15) días, cuando sea posible, después de la recepción de la queja o reclamo original, y se deberá detallar cuándo debería completarse la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación subsiguiente se enviarán al CDBG para su revisión y comentario adicional.
6. Si es apropiado, proporcione copias de los procedimientos de queja y de las respuestas a quejas en inglés y español, u otro idioma apropiado.

GALVESTON COUNTY
EXCESSIVE FORCE POLICY

In accordance with 24 CFR 91.325(b)(6), Galveston County hereby reaffirms and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of Galveston County to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;

2. It is also the policy of Galveston County to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

3. Galveston County will introduce and pass a resolution Reaffirming this policy.

As officers and representatives of County, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

_____ _____

Mark Henry, County Judge Date

GALVESTON COUNTY
POLÍTICA DE FUERZA EXCESIVA
(Spanish Translation)

De acuerdo con 24 CFR 91.325(b)(6), el Condado de Galveston reafirma por la presente y hará cumplir la siguiente política con respecto al uso de fuerza excesiva:

1. Es la política del Condado de Galveston prohibir el uso de fuerza excesiva por parte de las agencias de aplicación de la ley dentro de su jurisdicción contra cualquier individuo que participe en manifestaciones de derechos civiles no violentas;

2. También es política del Condado de Galveston hacer cumplir las leyes estatales y locales aplicables contra impedir físicamente la entrada o salida de una instalación o lugar que sea objeto de tales manifestaciones de derechos civiles no violentas dentro de su jurisdicción.

3. El condado de Galveston presentará y aprobará una resolución reafirmando esta política.

Como oficiales y representantes del Condado, los suscritos hemos leído y estamos completamente de acuerdo con este plan, y nos convertimos en parte de la implementación total de este programa.

GALVESTON COUNTY
FAIR HOUSING POLICY

In accordance with Fair Housing Act, the Galveston County hereby reaffirms the following policy with respect to the Affirmatively Furthering Fair Housing:

1. Galveston County agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. Galveston County agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. Galveston County will introduce and pass a resolution Reaffirming this policy.

As officers and representatives of the County, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

_____ _____

Mark Henry, County Judge Date

GALVESTON COUNTY
FAIR HOUSING POLICY
(Spanish Translation)

De acuerdo con la Ley de Vivienda Justa, el Condado de Galveston reafirma por la presente la siguiente política con respecto al Fomento Afirmativo de la Vivienda Justa:

1. El condado de Galveston acuerda promover activamente la elección justa de vivienda para las siete clases protegidas (raza, color, religión, sexo, discapacidad, estado familiar y origen nacional).

3. El Condado de Galveston acuerda planificar al menos una actividad durante el período del contrato para promover activamente la vivienda justa.

4. El condado de Galveston introducirá y aprobará una resolución reafirmando esta política.

Como oficiales y representantes del Condado, los suscritos hemos leído y estamos completamente de acuerdo con este plan y nos convertimos en parte de la implementación total de este programa.

GALVESTON COUNTY

Public Service Announcement:
Fair Housing, It's the Law

To promote fair housing practices, Galveston County encourages potential homeowners and renters to be aware of their rights under the National Fair Housing Law. Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination against any person on the basis of race, color, religion, sex, disability, familial status or national origin in the sale or rental of units in the housing market. For more information on fair housing or to report possible fair housing discrimination, call the Texas Workforce Commission at (888) 452-4778 or (512) 463-2642 TTY: 512-371-7473.

Policy of Nondiscrimination on the Basis of Disability

Galveston County does not discriminate on the basis of disability in the admission or access to, or employment in, its federally assisted programs or activities. The Director of Human Resources has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8).

Citizen Participation & Grievance Procedures Notice

Galveston County has adopted complaint and grievance procedures regarding its Texas General Land Office (GLO) Community Development Block Grant (CDBG) Programs. Citizens may obtain a copy of these written procedures at 722 Moody, Galveston, TX 77550 during regular business hours. Citizens may also request the procedures be mailed to them by calling the Director of Grants Administration, Civil Rights Officer at (409) 770-5550. These procedures outline the steps for a citizen to follow if s/he wishes to file a complaint or grievance about CDBG activities.

A person who has a complaint or grievance about any services or activities with respect to the CDBG project, may during regular business hours submit such complaint or grievance, in writing to the Director of Grants Administration, at 722 Moody, Galveston, TX 77550 or may call (409) 770-5550. Galveston County will make every effort to respond fully to such complaints within fifteen (15) working days where practicable.

Equal Employment Opportunity Statement

Galveston County does not discriminate and is committed to providing equal employment opportunity for all qualified applicants and current employees without regard to race, color, religion, sex, sexual orientation, gender identity or expression, ancestry or national origin, age, ethnicity, marital status, disability, military/veteran status, genetic information, pregnancy or any other characteristic protected by law, except where permitted as a bona fide occupational qualification.

Galveston County
Aviso Publico:
La Equidad en la Vivienda, Es La Ley

Para promover prácticas de vivienda justa, El Condado de Galveston County anima a los posibles propietarios de vivienda e inquilinos a que conozcan sus derechos conforme a la Ley Nacional De Vivienda Justa. El Título VIII de la Ley de Derechos Civiles de 1968, según enmendada, prohíbe la discriminación contra cualquier persona por motivos de raza, color, religión, sexo, discapacidad, estado familiar u origen nacional en la venta o renta de unidades en el mercado de la vivienda. Para obtener más información sobre vivienda justa o para informar sobre una posible discriminación de vivienda equitativa, llame a la Comisión Laboral de Texas al (888) 452-4778 o (512) 463-2642 TTY: 512-371-7473.

Póliza de No Discriminar a Base de Estado de Discapacidad

El Condado de Galveston County no discrimina por motivos de discapacidad en la admisión, el acceso o el empleo en sus programas o actividades con asistencia federal. Director de Recursos Humanos ha sido designado para coordinar el cumplimiento de los requisitos de no discriminación contenidos en los reglamentos del Departamento de Vivienda y Desarrollo Urbano (HUD) que implementan la Sección 504 (24 CFR Parte 8).

Participación Ciudadana y Procedimientos de Quejas Aviso

El Condado de Galveston County ha adoptado procedimientos de quejas y reclamos relacionados con sus programas de Texas General Land Office (GLO) Community Development Block Grant (CDBG). Los ciudadanos pueden obtener una copia de estos procedimientos escritos en 722 Moody, Galveston, TX 77550 durante el horario comercial habitual. Los ciudadanos también pueden solicitar que se les envían los procedimientos por correo llamando al Director de Administración de Fondos, Oficial de Derechos Civiles, en (409) 770-5550. Estos procedimientos describen los pasos que debe seguir un ciudadano si desea presentar una queja o reclamo sobre las actividades de CDBG.

Una persona que tenga una queja o reclamo sobre cualquier servicio o actividad relacionada con un proyecto del programa CDBG, puede presentar dicha queja o reclamo durante el horario comercial habitual, o por escrito a Director de Administración de Fondos, a 722 Moody, Galveston, TX 77550 o puede llamar a (409) 770-5550. El Condado de Galveston County hará todo lo posible para responder con plenitud a las quejas dentro de los quince (15) días hábiles cuando sea posible.

Declaración de Igualdad de Oportunidades de Empleo

El Condado de Galveston no discrimina y está comprometido a brindar igualdad de oportunidades de empleo a todos los solicitantes calificados y empleados actuales, sin importar raza, color, religión, sexo, orientación sexual, identidad o expresión de género, ascendencia u origen nacional, edad, etnia, estado civil, discapacidad, estatus militar o de veterano, información genética, embarazo o cualquier otra característica protegida por la ley, excepto cuando se permita como una cualificación ocupacional legítima.

GALVESTON COUNTY
SECTION 504 POLICY & PROCEDURES

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), Galveston County hereby reaffirms the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).

2. Galveston County does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.

3. Galveston County recruitment materials or publications shall include a statement of this policy in 1 above.

4. Galveston County shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.

5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG program, Galveston County shall ensure that they are provided with the information necessary to understand and participate in the CDBG program.

6. Grievances and Complaints

   A. Any person who believes they has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for Galveston County to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
   B. Complaints should be addressed to: Rebecca Gilliam, Human Resources Director, 722 Moody, Galveston, TX, 77550, (409)770-5352, who has been designated to coordinate Section 504 compliance efforts
   C. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
   D. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
   E. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Rebecca Gilliam, Human Resources Director. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
   F. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by the Galveston County Human Resources Department, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
   G. The Section 504 coordinator shall maintain the files and records of the County relating to the complaints files.
   H. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in F. above. The request for reconsideration should be

made to the County within ten (10) working days after the receipt of the written determination/resolution.

I. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development (HUD). Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

J. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the County complies with Section 504 and HUD regulations.

_____ _____

Mark Henry, County Judge Date

GALVESTON COUNTY
SECTION 504 POLICY & PROCEDURES
(Spanish Translation)

De acuerdo con la Sección 24 CFR 8, No discriminación por discapacidad en programas y actividades asistidos por el gobierno federal del Departamento de Vivienda y Desarrollo Urbano, la Sección 504 de la Ley de Rehabilitación de 1973, según enmiendada (29 U.S.C. 794), y la Sección 109 de la Ley de Desarrollo Comunitario y de Vivienda de 1974, según enmiendada (42 U.S.C. 5309), el Condado de Galveston reitera por la presente la siguiente política y procedimientos de quejas:

1. Prohibida la discriminación. Ninguna persona calificada con discapacidades en los Estados Unidos será, únicamente por razón de su discapacidad, excluida de la participación en, negada de los beneficios de, o sometida a discriminación en ningún programa o actividad que reciba asistencia financiera federal del Departamento de Vivienda y Desarrollo Urbano (HUD).

2. El condado de Galveston no discrimina por motivos de discapacidad en la admisión o acceso a, o tratamiento o empleo en, sus programas y actividades asistidos federalmente.

3. Los materiales o publicaciones de reclutamiento del Condado de Galveston deberán incluir una declaración de esta política en el punto 1 anterior.

4. El Condado de Galveston deberá tomar medidas continuas para notificar a los participantes, beneficiarios, solicitantes y empleados, incluidos aquellos con discapacidad visual o auditiva, así como a sindicatos u organizaciones profesionales que tengan acuerdos de negociación colectiva o profesionales con los beneficiarios, que no discrimina por motivos de discapacidad en violación de la Parte 8 del 24 CFR.

5. Para las personas con discapacidad auditiva y visual que sean elegibles para ser atendidas o que probablemente se vean afectadas por el programa CDBG, el Condado de Galveston deberá asegurarse de que se les proporcione la información necesaria para comprender y participar en el programa CDBG.

6. Quejas y Reclamos

   A. Cualquier persona que crea que ha sido objeto de discriminación por motivos de discapacidad puede presentar una queja bajo este procedimiento. Es ilegal que el Condado de Galveston tome represalias contra cualquiera que presente una queja o coopere en la investigación de una queja.
   B. Las quejas deben dirigirse a: Rebecca Gilliam, Directora de Recursos Humanos, 722 Moody, Galveston, TX, 77550, (409)770-5352, quien ha sido designada para coordinar los esfuerzos de cumplimiento de la Sección 504.
   C. Una queja debe presentarse por escrito o verbalmente, contener el nombre y la dirección de la persona que la presenta, y describir brevemente la presunta violación de las normativas.
   D. Una queja debe presentarse dentro de los treinta (30) días hábiles posteriores a que el denunciante tenga conocimiento de la presunta violación.
   E. Una investigación, según sea apropiado, seguirá a la presentación de una queja. La investigación será llevada a cabo por Rebecca Gilliam, Directora de Recursos Humanos. Investigaciones informales pero exhaustivas brindarán a todas las personas interesadas y a sus representantes, si los hay, la oportunidad de presentar pruebas relevantes a una queja.
   F. Una determinación por escrito sobre la validez de la queja y la descripción de la resolución, si la hay, será emitida por el Departamento de Recursos Humanos del Condado de Galveston, y se enviará una

copia al demandante dentro de los quince (15) días hábiles posteriores a la presentación de la queja, cuando sea posible.
G. El coordinador de la Sección 504 mantendrá los archivos y registros del Condado relacionados con los expedientes de quejas.
H. El demandante puede solicitar una reconsideración del caso en los casos en que él o ella esté insatisfecho con la determinación/resolución tal como se describe en F. arriba. La solicitud de reconsideración debe hacerse al Condado dentro de los diez (10) días hábiles siguientes a la recepción de la determinación/resolución por escrito.
I. El derecho de una persona a una resolución rápida y equitativa de la queja presentada en virtud del presente no se verá afectado por la búsqueda de otros recursos por parte de la persona, como la presentación de una queja según la Sección 504 ante el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD). La utilización de este procedimiento de quejas no es un requisito previo para la búsqueda de otros recursos.
J. Estos procedimientos deberán interpretarse para proteger los derechos sustantivos de las personas interesadas, cumplir con los estándares apropiados de debido proceso y asegurar que el Condado cumpla con la Sección 504 y las regulaciones de HUD.

A. The County will not tolerate discrimination or harassment, and is committed to providing equal employment opportunity for all qualified applicants and current employees without regard to race, color, religion, ancestry or national origin, age, ethnicity, sex, sexual orientation, marital status, disability, military/veterans status, gender identity or expression, genetic information, pregnancy or any other characteristic protected by law, except where permitted as a bona fide occupational qualification. This policy applies to all terms and conditions of employment, including, but not limited to, application, testing, recruitment, hiring and placement, discipline, medical examinations, assignments, evaluations, benefits, promotion, transfer, compensation, leaves of absence, training, termination, layoff, reorganization of departments, and recall.

Sexual Harassment/Harassment/Hostile Work Environment

A. Unsolicited or unwelcome sexual overtures, either physical or verbal, to fellow Employees are forbidden and will result in disciplinary action.

B. No Supervisor or Employee shall harass an Employee on the basis of sex. Personnel action shall not be taken affecting an Employee (either favorably or unfavorably) that is based on submitting to sexual advances, refusing to submit to sexual advances, protesting sexual overtures, or raising a complaint concerning the alleged violation of this policy.

C. Employees shall not behave in a manner that is unwelcome by any other Employee and is personally offensive to any other Employee. Such behavior includes:

1. Sexual flirtations, innuendo, advances, or propositions;

2. Continued or repeated verbal abuse of a sexual nature, sexually related comments or joking, graphic, or degrading comments about an Employee's appearance, or the display of sexually suggestive objects or pictures;

3. Any unwelcome physical contact or touching, such as patting, rubbing, tickling, pinching, or constant brushing against another's body;

4. Any conduct that unreasonably interferes with an Employee's performance, or creates an intimidating, hostile, or offensive working environment even if no tangible or economic damages result.

5. Harassment refers to behavior that is not welcome, is personally offensive, fails to respect the rights of others, and interferes with the employee's work performance. Harassment is considered any act or communication, either verbally, electronically or physically that consists of conduct that shows hostility or aversion.

6. Examples of harassment include, but are not limited to, spreading false rumors, threats, loitering, leaving frequent notes, numerous telephone calls, sabotage, vandalism, invasion of privacy, derogatory social media or electronic communications, verbalizing demeaning stories to or about another, hanging offensive pictures or posters, or emailing offensive material.

D. Supervisors and Employees shall not exert subtle pressure for sexual favors. Such pressure includes but is not limited to implying or threatening that an applicant's or Employee's cooperation of a sexual nature (or refusal of it) will have any effect on the person's employment, job assignment, wages, promotion, or on any other conditions of employment or future job opportunities.

E. Employees who experience harassment or sexual harassment should make it known to the harasser that their actions are not welcomed. The employee should indicate that they do not want the behavior to continue and that their actions make them uncomfortable.

F. Any Employee who feels that he is a victim of discrimination, harassment or sexual harassment must immediately report the matter to the County's Director of Human Resources.

G. Violations of this policy will not be permitted. Any person who violates this policy will be subject to immediate and appropriate discipline up to and including termination.

Americans with Disabilities Act

A. It is the policy of the County to comply with the Americans with Disabilities Act (ADA) and in some instances § 504 of the Rehabilitation Act of 1973. It is our policy not to discriminate against qualified individuals who meet the experience, education, and other job-related requirements of a position held or desired, and who, with or without reasonable accommodation can perform the essential functions of the job. The County will provide reasonable accommodation(s) upon request, for a qualified individual to perform the job, as defined by the ADA. Reasonable accommodation will be provided unless a request imposes an undue hardship for the County.

B. The County will not discriminate against persons with disabilities regarding any employment practices including: application procedures, testing, hiring, assignments, evaluations, promotions, disciplinary action, advancement, discharge, compensation, training, medical examinations, layoff/recall, leave, benefits or other terms, conditions and privileges of employment.

C. The County will not:

1. Deny employment opportunities to a qualified individual because they have a relationship or association with a person with a disability.

2. Refuse to make reasonable accommodations to the known physical or mental limitations of a qualified applicant or Employee with a disability, unless the accommodation poses an undue hardship on the County.

3. Use qualification standards, employment tests, or other selection criteria that screen out or tend to screen out an individual with a disability unless such criteria are job-related and necessary for the County's business.

4. Use employment tests except in the most effective manner to measure actual abilities to perform the essential functions of a position.

Remedies

A. Any Employee who feels that he is a victim of discrimination, harassment or sexual harassment must immediately report the matter to the County's Director of Human Resources.

B. The County's Human Resources Department shall immediately investigate any report of violation to this Policy. The Department Head, after consultation with Human Resources may place any involved Employee on administrative leave with pay until completion of an investigation. The Human Resources Director shall notify the Department Head and the County Judge of the results of its investigation. If a policy violation is found, the Department Head in whose department it occurred shall promptly do whatever is necessary to prevent the misconduct from reoccurring and take appropriate disciplinary measures. It is the County's policy to protect employees who in good faith report incidents involving possible violations or unethical behavior from retaliation. Staff members having knowledge of acts of retribution or retaliation in the work environment that are related to the reporting of a possible violation or unethical behavior should promptly report them, using the procedures described above.

Fair Credit Reporting Act

A. It is the policy of the County to comply with the provisions of the Fair Credit Reporting Act. This act guarantees certain rights for individual's affected by background screening reports and other types of consumer reports. The act also holds consumer reporting agencies accountable for the accuracy and fairness of generated reports.

B. Applicants are informed that background checks are used for employment purposes and agree to such use. Candidates are notified immediately if information contained in their report may negatively impact an employment offer.

Safe Workplace; Anti-Violence

A. The County is committed to providing employees with a safe, non-violent work environment. Statements or behavior that can be considered threats to the safety of individuals in the workplace or persons with whom the County conducts business will not be tolerated. Every employee has a responsibility to report perceived or actual incidents of violence.

B. Violence is defined as any direct physical or emotional assault. Emotional assault is defined as direct threat of harm or veiled threats of harm intended to intimidate another person.

C. Acts or threats of violence are prohibited and include but are not limited to the following: Physical acts of violence; Verbal threats of Violence, Threatening conduct, such as harassing or intimidating others, displaying intense anger, and showing off or actually brandishing a weapon or item which could be used as a weapon, Bomb threats, and Deliberate destruction of equipment and property, including arson.

D. Veiled (indirect or suggestive) threats of violence are intended to harass or intimidate another person. A thorough investigation must occur in all cases where an employee is charged with making veiled threats. If the allegation is substantiated, the employee must receive disciplinary action up to and including involuntary separation of employment.

E. Disrespectful behavior towards another employee or non-employee by raising the volume of voice in an effort to overpower or control another, yelling, profanity or inappropriate conduct that frightens another or creates fear will not be tolerated. Employees and managers need to realize that it is not the intent but the perception of the receiver that can create hostility or fear.

Procedure

A. It is the policy of Galveston County to fully investigate and act accordingly, including but not limited to, filing the appropriate police report and terminating the employment of any employee that engages in director overt actions of violence towards any other employee, volunteer, or visitor. In addition, the County will assist employees in reporting any direct or overt actions of violence against them conducted by non-employees which happen during the course of business. An employee may file a complaint with the Human Resources Director or their supervisor or Department Head.

B. Direct physical assaults require that the employee, so accused, be removed from work during the time a thorough investigation of the alleged incident takes place. If the allegation is

substantiated, the police must be contacted and a police report filed. Assaultive behavior calls for the proper steps to be taken with disciplinary action up to and including involuntary separation of employment. Any employee or visitor that witnesses, hears, or is the subject of any direct or overt violence is to report the incident to their immediate supervisor or to the Director of Human Resources immediately.

C. An incident report will be completed giving full details as to the event and disclosing the names of all individuals involved. Human Resources should be contacted immediately.

D. Employees who are reprimanded or are in the process of the disciplinary process usually can feel angry and fearful and want to protect themselves from further discipline or involuntary separation of employment. This policy is not intended to nullify the manager's ability to reprimand, correct poor behavior or poor performance or in any way take away the manager's right to utilize the disciplinary process or erode the County's Employment-At-Will status. Allegations against the manager by a subordinate after a performance or disciplinary meeting will be met with appropriate level of caution, scrutiny, and concern of purposeful retaliation against the manager by the subordinate.

E. No employee providing assistance or information will suffer retaliation due to that participation.

F. Substantiation of violence toward another employee or non-employee during work or at work related activities may result in discipline up to and including involuntary separation of employment and will be barred from reinstatement or reemployment with the County.

Galveston County Cares About You Hotline

Employees who want to report a concern or harassment/discrimination or workplace complaint now have the opportunity to contact the Galveston County Cares About You Hotline at 409-770-5500. This phone is a confidential line that is answered by the Human Resources Director or designee. Please leave your name, phone number and brief message. Calls are returned within 24 hours or sooner on weekdays.

GALVESTON COUNTY
LIMITED ENGLISH PROFICIENCY (LEP) PLAN

Community Population: 350,682
LEP Population: 76,097 or 21.7%
Languages Spoken: English & Spanish
Translation Requirement: Fully Translated Document(s)

Size of Language Group	Requirement
1,000 or more in the eligible population in the market area or among current beneficiaries	Translated vital documents
More than 5% of the eligible population or beneficiaries and more than 50 in number	Translated vital documents
More than 5% of the eligible population or beneficiaries and 50 or less in number	Translated written notice of right to receive free oral interpretation of documents
5% or less of the eligible population or beneficiaries and less than 1,000 in number	No written translation is required

Program activities to be accessible to LEP persons:

1. Public notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded projects.

2. Publications regarding CDBG applications, environmental reviews, civil rights, grievance procedure, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action;

3. Other vital hearings, documents, and program requirements, as needed.

Resources available to Grant Recipient:

1. Translation services: County will provide service upon request.

2. Interpreter services: County will provide service upon request.

Language assistance to be provided:

1. Translation (oral and/or written) of advertised notices and vital documents for: County will provide translated documents upon request and retain services to accommodate populations with limited English proficiency.

2. Referrals to community liaisons proficient in the language of LEP person: County will identify community liaisons that will assist to provide accommodations to LEP person and provide these services upon request.

3. Public meetings conducted in multiple languages: County will conduct public meetings in multiple languages upon request.

4. Notices to recipients of the availability of LEP services: County will reference the availability of accommodations in public notices and post documents to accommodate LEP persons in public buildings.

Mark Henry, County Judge Date

GALVESTON COUNTY
PLAN DE DOMINIO LIMITADO DEL INGLÉS (LEP)
(Spanish Translation)

Población de la comunidad:	350,682
Población con dominio limitado del inglés (LEP):	76,097 o 21.7%
Idiomas hablados:	Inglés y Español
Requisito de traducción:	Documento(s) totalmente traducido(s)

Actividades del programa para ser accesibles a personas con dominio limitado del inglés (LEP):

1. Avisos y audiencias públicas sobre solicitudes de financiamiento de subvenciones, enmiendas a las actividades del proyecto y finalización de proyectos financiados por subvenciones.

2. Publicaciones sobre solicitudes de CDBG, revisiones ambientales, derechos civiles, procedimiento de quejas, procedimientos de reclamaciones, respuestas a quejas, avisos, avisos de derechos y acciones disciplinarias;

3. Otras audiencias, documentos y requisitos del programa vitales, según sea necesario.

Recursos disponibles para el Beneficiario de la Subvención:

1. Servicios de traducción: el Condado proporcionará el servicio bajo solicitud.

2. Servicios de intérprete: el Condado proporcionará el servicio bajo solicitud.

Asistencia lingüística a ser proporcionada:

1. Traducción (oral y/o escrita) de avisos publicitarios y documentos vitales para: El condado proporcionará documentos traducidos a solicitud y mantendrá servicios para atender a poblaciones con dominio limitado del inglés.

2. Referencias a enlaces comunitarios competentes en el idioma de la persona con LEP: El condado identificará enlaces comunitarios que ayudarán a proporcionar adaptaciones a la persona con LEP y proporcionará estos servicios a solicitud.

3. Reuniones públicas realizadas en múltiples idiomas: El condado realizará reuniones públicas en múltiples idiomas a solicitud.

4. Avisos a los beneficiarios sobre la disponibilidad de servicios para personas con LEP: El condado hará referencia a la disponibilidad de adaptaciones en avisos públicos y publicará documentos para atender a personas con LEP en edificios públicos.

GALVESTON COUNTY
CODE OF CONDUCT
CONFLICT OF INTEREST POLICY PERTAINING TO PROCUREMENT PROCEDURES

As a Grant Recipient of a CDBG contract, Galveston County shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the CDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of Galveston County shall participate in the selection, award, or administration of a contract supported by CDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/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.

No officer, employee, or agent of Galveston County shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

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.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG funds, that has any grant-related function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the federal or state grant activity.

The conflict-of-interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third-party entity that me or all work under a CDBG contract in order to meet any National Program Objectives.

Any person or entity including any benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a CDBG contract or award, or that is required to complete some or all work under the CDBG contract in order to meet a National Program Objective, that might potentially receive benefits from CDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to Galveston County's Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

_____ _____

Mark Henry, County Judge Date

County of Galveston
Purchasing Agent

Galveston County Purchasing Policies and Procedures Manual

Rev. 3.0
(Effective March 7, 2018)

Prepared by:
Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County, Texas

County of Galveston
Purchasing Agent:
Galveston County Purchasing Policies & Procedures Manual

This Galveston County Purchasing Policies and Procedures Manual is adopted by the Galveston County Purchasing Agent pursuant to the provisions of Texas Local Government Code § 262.011 to become effective upon the date of approval by the Galveston County Commissioners Court.

Galveston County Purchasing Agent Adoption, by:

Rufus G. Crowder, CPPO CPPB
Galveston County Purchasing Agent

Date of Adoption by Purchasing Agent:

January 23, 2018

Galveston County Commissioners Court Approval, by:

Hon. Mark A. Henry, County Judge

Date of Approval by Galveston County Commissioners Court:

March 7, 2018

Attest:

Dwight Sullivan
County Clerk

By: Brandy Chapman **Deputy**
Brandy Chapman

Table of Contents

Chapter One: Introduction 5
1.1 General Purpose 5
1.2 Laws Governing Purchasing 5
Chapter Two: Establishment and Authority of the Galveston County Purchasing Agent 7
2.1 Establishment and Authority 7
2.2 Checks and Balances 7
2.3 Duties 7
2.4 Sanctions 7
Chapter Three: General Statements 9
3.1 Mission 9
3.2 Purpose 9
3.3 Scope 9
3.4 Implementation 9
Chapter Four: Procurement Ethics 10
4.1 General Principles 10
4.2 Code of Ethics –Policy 10
4.3 General Ethical Standards 11
4.4 Gratuities and Kickbacks 11
4.5 Prohibition against Contingent Fees 11
4.6 Confidential Information 12
4.7 Conflict of Interest 12
Chapter Five: Vendor Qualifications and Insurance Requirements 14
5.1 Vendor Preliminary Qualifications 14
5.2 Insurance Requirements 14
Chapter Six: Purchasing Staff Guidelines 15
6.1 Judgment 15
6.2 Purchasing Authority 15
6.3 Obligation of Funds 15
6.4 Request for Acquisition 15
6.5 Procurement (P) Cards 16
6.6 Procurement Categories Dependent on Anticipated Price 16
6.7 Waiver of Procurement Category Requirements 17
Chapter Seven: Competitive Bidding Requirements 18
7.1 Reason for Competitive Bidding 18
7.2 Statutory Requirements for Competitive Bidding 18
7.3 Requests for Proposals (RFP) - Multistep Competitive Proposal Procedures 19
7.4 Solicitation specifications 20
7.5 Construction Contractor Oversight 21
Chapter Eight: General Guidelines Relating to Competitive Bidding 22
8.1 Determination of Lowest and Best Bid 22
8.2 Unit Price Bids 22
8.3 Tax Exempt 22
8.4 FOB Galveston 22
8.5 Sole Bids/Identical Bids 22
8.6 Exceptions to Competitive Bidding and Sole Source Items 22
8.7 Change Orders 23
Chapter Nine: Federally Funded Contracts – Procurement Standards and associated matters 24
9.1 General Procurement Standards 24
9.2 Sections 2 C.F.R. §§ 200.318 - 200.326. 24
9.3 2 C.F.R. Part 200, Appendix II 30
9.4 Additional contract requirements 32
9.5 Additional FEMA Requirements 39
9.6 Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying 40
9.7 Requirements on FEMA funded projects from Hurricane Ike 41
9.8 Procurement Standards on U.S. Department of Housing and Urban Development (HUD) 47

Chapter Ten: Professional and Consulting Services 55
10.1 Professional Services Procurement Act – Contracts Not Competitively Bid 55
10.2 Discretionary Exemption under the County Purchasing Act 56
10.3 Federal Requirements 56
Chapter Eleven: Acquisition, Transfer, and Disposal of County Owned Fixed Assets 57
11.1 Types of Personal Property Assets: 57
11.2 Acquisitions of New Assets 57
11.3 Asset Movement and Transfer 57
11.4 Asset Disposal 58
Chapter Twelve: Control Relating to County Owned Assets 59
12.1 General Principles 59
12.2 Semi-Annual Inventory 59
12.3 Asset Control of Each Department 60
12.4 Documentation Procedures for Movement of Fixed Assets 60
Chapter Thirteen: Travel Policy 62
13.1 County's Travel Policy 62
13.2 Travel Requests 62
Chapter Fourteen: Procurement Card (P-Card) Program 63
14.1 General Purpose 63
14.2 Definitions 63
14.3 Eligibility to Participate 64
14.4 Responsibility & Authority 64
14.5 Conditions of Use 64
14.6 Duties Of Parties Involved 65
14.7 Procedures Overview 67
14.8 Rules & Regulations 68
APPENDICES 73

Chapter One: Introduction

1.1 General Purpose

The purpose of this Manual is to:

- help ensure compliance with the provisions of the County Purchasing Act, Subchapter C of Chapter 262 of the Local Government Code, and other applicable State and Federal requirements governing the acquisition of supplies, materials, equipment, and services by employees of Galveston County;
- establish, pursuant to Texas Local Government Code § 262.011(o), additional rules and regulations under which the purchase of such supplies, materials, equipment and contractual services occur; and
- Incorporate, for grants management and audit requirements on federally funded projects and contracts, additional procedures to govern the purchases of supplies, materials, equipment, and contracted services.

All employees whose duties include processing requisitions for the purchase of items, goods and services through the County Purchasing Agent's Office are required to comply with the policies and procedures set forth in this Manual. Accordingly, they must familiarize themselves with the provisions contained herein.

The provisions contained within this Manual are not intended to be all inclusive. Rather, it is intended to set forth policies and procedures relating to the most frequently discussed topics. Numerous statutes exist that mandate additional requirements and procedures. Should the terms of State or Federal law conflict with any provision contained within this Manual, the provisions of the State or Federal law will supersede the provisions of this Manual, unless required differently under Federal law, but only to the extent of the conflict.

Employees who have questions relating to either the provisions of this Manual or purchasing policies and procedures in general are encouraged to direct their questions to the Buyer who has been assigned to their department.

1.2 Laws Governing Purchasing

Laws, in addition to the County Purchasing Act, that may govern or impact purchasing in given circumstances include but are not limited to the following:

a) Competitive Bidding on Certain Public Works Contracts, Subchapter B of Chapter 271 of the Texas Local Government Code;
b) Contracting and Delivery Procedures for Construction Projects, Chapter 2269 of the Texas Government Code;
c) Contracts with Governmental Entity, Nonresident Bidders, Subchapter A of Chapter 2252 of the Texas Government Code (does not apply to a contract involving federal funds, 2252.004);
d) Disclosure of Certain Relationships with Local Government Officers, Chapter 176 of the Texas Local Government Code;
e) Cooperative Purchasing Program, Subchapter F of Chapter 271 of the Texas Local Government Code;
f) Disclosure of Interested Parties, Section 2252.908 of the Texas Government Code;
g) Interlocal Cooperation Act, Chapter 791 of the Texas Government Code;
h) Payment for Goods and Services (commonly known as the Prompt Payment Act), Chapter 2251 of the Texas Government Code;
i) Prevailing Wage Rates for Construction of Public Works, Chapter 2258 of the Texas Government Code;
j) Professional Services Procurement Act, Subchapter A of Chapter 2254 of the Texas Government Code;
k) Public Property Finance Act, Subchapter A of Chapter 271 of the Texas Local Government Code;
l) Public Works Performance and Payment Bonds, Chapter 2253 of the Texas Government Code;

m) Regulation of Conflicts of Interest of Officers of Municipalities, Counties, and Certain Other Local Governments, Chapter 171 of the Texas Local Government Code; and
n) Texas Workers Compensation Act, Subtitle A of Title 5 of the Texas Labor Code.

Chapter Two: Establishment and Authority of the Galveston County Purchasing Agent

2.1 Establishment and Authority

On May 1, 1960, pursuant to the authority of Tex. Rev. Civ. Stat. art 1580 (codified in 1987, and such authority is now in Section 262.011 of the Texas Local Government Code), the Constitutional County Judge and the Presiding Judges of Galveston County established the Office of the County Purchasing Agent, which is also sometimes referred to as the Purchasing Department. Currently, the County Purchasing Agent's Office is established under and governed by Texas Local Government Code, Chapter 262, subchapter B. The County Purchasing Agent is answerable to the County Purchasing Board, which consists of three judges of the District Courts of Galveston County and two members of the Galveston County Commissioners Court.

2.2 Checks and Balances

The Purchasing Department is designed to be one leg of the "three-legged stool" of county government. The other two are the Commissioners Court, which is the governing body of the County that determines County policy largely through control of its budget, and the County Auditor who is appointed by the District Judges and who has the obligation to ensure the strict enforcement of state law and the duty to disapprove expenditures of county funds the County Auditor believes to be unlawful.

2.3 Duties

It is the duty of the Galveston County Purchasing Agent to make all purchases of supplies, materials, and equipment except those for which competitive bidding is required. It is further his or her duty to adopt rules and procedures necessary to implement the County Purchasing Agent's duties under State law. On those items that require a competitive bid, be it by hard bid (ITB), request for proposal (RFP), or a similar method, the County Purchasing Agent is charged with complying with the terms of the County Purchasing Act and with developing procedures that enable the County to also comply.

The Purchasing Agent is also required to contract for repairs to all Galveston County owned property except those contracts required by law to be made on competitive bid. The County Purchasing Agent is charged with maintaining an inventory of Galveston County property that is to be filed annually with the Galveston County Auditor. Currently, this is done in July. All surplus property must be transferred to the Purchasing Agent when not actually needed by any Galveston County Department.

2.4 Sanctions

It is unlawful for any Galveston County employee to make purchases other than through the Galveston County Purchasing Agent's Office with proper authorization in the form of a Galveston County Purchase Order or by the use of county purchasing/procurement P-Card. A violation of this provision, as provided by Texas Local Government Code §262.011(m) is a misdemeanor punishable by a fine of not less than $10 or more than $100. In accordance with 262.011(m), each act is a separate offense. Any attempted purchase made without proper authorization from the Purchasing Agent's Office will not be honored by Galveston County and payment thereof may become the personal responsibility of the individual employee making the commitment. In addition, the employee may be subjected to disciplinary proceedings and, should the Criminal District Attorney warrant such action necessary, criminal proceedings filed against them.

Additionally, in accordance with Section 262.034 of the Local Government Code:

- 262.034(a): A county officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of the County Purchasing Act; such offense is a Class B misdemeanor.
- 262.034(c): A county officer or employee commits an offense if the officer or employee intentionally or knowingly violates the County Purchasing Act, other than by conduct described

by Subsection 262.034(a); the offense under this Subsection, 262.034(c), is a Class C misdemeanor.

Chapter Three: General Statements

3.1 Mission

The mission of the Galveston County Purchasing Agent's Office is to obtain quality items, goods, supplies, materials, equipment and services at the lowest and best price while operating in accordance with State and Federal laws that apply to county purchasing and with the highest standards of ethical conduct.

3.2 Purpose

The purpose of this Manual is to establish effective purchasing policies and procedures for the purchase and management of items, goods, supplies, equipment, and services consistent with best value principles and industry practices while adhering to applicable laws and regulations.

3.3 Scope

The scope of these policies and procedures apply to all purchase orders and other methods of payment as prescribed by the Galveston County Purchasing Agent and his/her authorized personnel.

3.4 Implementation

The Purchasing Agent is responsible for the implementation of the policies and procedures set forth in this Manual. The Purchasing Agent may also establish any additional procedures and/or rules the Purchasing Agent deems necessary to ensure compliance with the Galveston County Purchasing Agent's Office's Mission Statement.

Chapter Four: Procurement Ethics

4.1 General Principles

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.

The Galveston County Purchasing Agent is committed to the highest ethical standards and believes that every one of his/her employees should be committed to the highest standard of conduct in the performance of their duties. As servants and stewards to the public, each employee of the Purchasing Department is expected to readily acknowledge that nothing less should be expected of them.

Public employment is a public trust. Individual and collective adherence to high ethical standards is central to the maintenance of public trust and confidence in government. It is a serious breach of the public trust for any public employee to subvert the public purchasing process by attempting to direct purchases to certain favored vendors. It is also a serious breach of the public trust for any such employee to alter, tamper with or design the competitive bidding process in any manner or for any reason that would hamper or defeat the requirement that all bidders be placed upon the same plane of equality.

As stated in the Galveston County Human Resources Manual, any Galveston County employee, whether he/she is an employee of the Purchasing Department or not, found in violation of Galveston County's ethics policy may be subjected to disciplinary proceeding up to and including termination. In addition, dependent upon the nature of the violation, an employee may be subjected to criminal prosecution. Please refer to the Galveston County Human Resources Manual for a more detailed discussion of the County's general ethical principles.

The Purchasing Department also requires ethical conduct from those who desire to become vendors or otherwise do business with Galveston County. Businesses who seek to become a vendor of Galveston County must complete the process as prescribed in Section 5.0, Vendor Qualification.

It is the intention of the Purchasing Agent to post the Purchasing Agent's policies relating to ethics in all bids and proposals issued to the public.

4.2 Code of Ethics –Policy

The following is adopted from the American Bar Association's 2000 Model Procurement Code for State and Local Governments, Section 12-201 on Standards of Conduct:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting governmental 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, public employees should conduct themselves in such a manner that fosters public confidence in the integrity of the Galveston County procurement process.

To achieve the purpose of this policy, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

4.3 General Ethical Standards

The following is derived from the American Bar Association's 2000 Model Procurement Code for State and Local Governments, Section 12-204, Conflict of Interest:

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:

- 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 whom the employee or any member of the employee's family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

If a potential conflict of interest, or actual conflict of interest, exists or is later discovered, the employee shall promptly notify the Purchasing Agent in writing and the employee shall remove him/her self from the County procurement.

4.4 Gratuities and Kickbacks

The following is derived from the American Bar Association's 2000 Model Procurement Code for State and Local Governments, Section 12-206, Gratuities and Kickbacks:

(1) ***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.

(2) ***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.

(3) ***Contract Clause.*** The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

4.5 Prohibition against Contingent Fees

The following is derived from the American Bar Association's 2000 Model Procurement Code for State and Local Governments, Section 12-207, Prohibition Against Contingent Fees:

(1) ***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. .

(2) ***Representations of Contractor.*** All prospective contractors, by signing and submitting their respective bid, proposal, or qualifications, represent that they have not retained anyone in violation of the above section prohibiting contingent fees. Additionally, by the acceptance of the Purchase Order and/or the furnishing of goods or services pursuant to the Purchase Order, all vendors of Galveston County represent that they have not retained anyone in violation of the prohibition against contingent fees set forth in Subsection (1).

(3) ***Contract Clause.*** The representation that contractor has not retained anyone in violation of Subsection (1) shall be conspicuously set forth in every contract and solicitation of Galveston County.

4.6 Confidential Information

(1) ***ABA 2000 Model Code.*** The following is derived from the American Bar Association's 2000 Model Procurement Code for State and Local Governments, Section 12-209, Use of 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.

(2) Solicitation and Proprietary Information. Employees shall keep vendor proposal information obtained during the course of a solicitation confidential until after contract award and execution. Additionally, employees shall keep the proprietary information of vendors and prospective vendors confidential and this duty continues to exist even after the award and execution of contract. To facilitate compliance with confidentiality each member of an evaluation committee shall be required to sign a confidentiality agreement or memorandum. Failure to comply with confidentiality requirements may compromise a procurement and result in the cancellation of a procurement.

4.7 Conflict of Interest

(1) Employees shall avoid any activity that would create a conflict of interest. Conflicts exist in any relationship where the County's best interests may be different from the employee's best interests or the best interest of someone associated with the employee. Conflicts of interest include an employee participating in any way in any procurement in which:

- The employee or any member of the employee's family has a financial interest in the results of the County procurement process;
- A business or organization in which the employee, or any member of the employee's family, has a financial interest in the result of the County Procurement process; or
- Any other person, business, or organization with whom the employee or a member of the employee's family is negotiating for or has an arrangement concerning prospective employment.

(2) Perception. Employees shall avoid the appearance of unethical or compromising practices in relationships, actions, and communications associated with County.

(3) The breaches described in Sections 4.1 through 4.6 constitute conflicts of interests.

(4) Employees will keep proposers and vendors proprietary information confidential. Employees will keep Galveston County's procurement information obtained through an RFP, RFQ, or ITB confidential to the extent allowed by State and Federal law.

(5) Employees will not solicit or accept money, loans, gifts, favors, or anything of value from present or potential vendors. Provided however, that edible goods with a value of less than $25.00 may be acceptable from present vendors if the edible goods are shared with the entire staff of the department, if it will not influence or appear to influence a purchasing decision, if the employee has not solicited the item, and if the vendor is not or will not be a vendor on a contract involving federal funds. Even nominal value gifts from vendors on contracts involving federal funds are prohibited and shall not be allowed. If anyone is in doubt as to whether a transaction complies with this policy, the individual should disclose the prospective transaction to the Purchasing Agent for interpretation.

(6) Violations of State and/or Federal law pertaining to public employees and that pertain to or influence procurement decisions constitute conflicts. These statutes are outlined in the Galveston County Human Resources Policy Manual, Chapter HR018- Ethics.

(7) Federal requirement adopted. In accordance with requirements of Federal law, the following constitute conflicts of interests and are prohibited:

(a) No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract. Further, the County shall comply with Chapter 171 of the Texas Local Government Code and 24 C.F.R. § 570.489(h).

(b) In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

(c) The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

(8) Violations of the Code of Ethics and Conflicts of Interests may disqualify a vendor from consideration of award of contract, serve as grounds for the termination of contract, and depending on the violation may be criminally sanctioned against the employee, official, and/or vendor. Anyone becoming aware of a violation of this Chapter 4 should report the violation to the Galveston County Purchasing Agent, who, at his sole discretion, may confer with the Galveston County Legal Department and/or the Galveston County Criminal District Attorney's Office regarding the violation.

Chapter Five: Vendor Qualifications and Insurance Requirements

5.1 Vendor Preliminary Qualifications

Parties seeking to obtain qualified vendor status with the County of Galveston must complete and return the forms contained in a Vendor Qualification Packet to the Purchasing Department, these include:

- **Form PEID:** Person /Entity Information Data
- **Form W-9:** Request for Taxpayer Identification Number and Certification
- **Form CIQ:** For vendor doing business with local government entity *(this form is to be returned to the County Clerk's Office...)*
- **Non-Collusion Affidavit**
- **Acknowledgment and Certification regarding Debarment, Suspension, and Other Ineligibility**

These forms and instructions relating to properly completing them can be obtained upon request from Purchasing Department staff or online by visiting:
http://www.galvestoncountytx.gov/PU/Pages/default.aspx.

5.2 Insurance Requirements

Qualified Vendors performing work or providing services at or on any County owned facility and/or property are required to maintain, at minimum, the following insurance:

- a policy of third party 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 provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by the vendor and providing that the amount by reason of services limits shall be not less than the following sums:
  a. for damages arising out of bodily injury to or death of one person in any one accident: $100,000.00 Dollars;
  b. for damages arising out of bodily injury to or death of two or more persons in any one accident: $300,000.00 Dollars; and,
  c. for any injury to or destruction of property in any one accident: $100,000.00 Dollars.

- Workers' Compensation Insurance Policy 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. Alternatively, Vendors may establish a self-insurance program and, utilizing the services of a third party administrator, self-insure against Workers Compensation claims as is permitted by the Texas Workers Compensation Commission. But, Vendors may not elect to "go bare" for Workers Compensation purposes.

All policies and/or Certificates of Insurance, with the exception of Workers Compensation, shall include the County of Galveston as an additional named insured and waive subrogation.

Current insurance certificates certifying that such policies as specified above are in full force and effect must be furnished by Vendors to the Purchasing Department prior to the Vendor being permitted to perform work or to provide services. In the case of Workers Compensation, a letter certifying that the Vendor is self-insured will suffice.

On occasion, other forms of insurance and additional requirements may be required of Vendors as a condition of performing work or providing services, and the minimums specified herein shall not serve as the maximum insurance coverage and amounts that may be required. Such additional requirements, if any, will be found in the County's advertisement for bids, request for proposals, invitations to bid, or request for qualifications, as applicable. All vendors are required to familiarize themselves with any additional insurance requirements that may be contained in any such bid or proposal package.

Chapter Six: Purchasing Staff Guidelines

6.1 Judgment

Purchasing Department staff members authorized to make purchases on behalf of Galveston County are expected to determine, using their best judgment, the most appropriate and effective method of acquisition on each requisition or request for purchase. In so doing, they may authorize purchases from:

- Galveston County contracts currently in effect;
- contracts managed by the Texas Procurement and Support Services (TPASS) division of the Texas Comptroller of Public Accounts *(Texas Local Govt. Code 271.083)* ;
- contracts managed by the Department of Information Resources (DIR);
- contracts solicited, awarded, and managed by the Houston-Galveston Area Council (HGAC);
- contracts obtained through cooperative purchasing agreements and with other local governments or local cooperative organizations *(Texas Local Govt. Code 271.102)*; or
- catalogue purchases and/or other authorized sources.

In exercising their judgment, the goal and objective of such staff members is to acquire the product or service that, in their opinion, meets the needs of the user department while ensuring that the method selected for acquisition achieves lowest cost and the best value per specifications, conformance to standards of ethical conduct, and compliance with all applicable laws, rules, and regulations.

On occasion, the judgment of the Purchasing Department staff member will not coincide with the judgment of the person making the requisition request. While every effort will be made to accommodate differences, the ultimate decision must lie with the Purchasing Agent.

6.2 Purchasing Authority

The primary authority to obligate Galveston County funds for the purchase of supplies, materials, equipment and services (including repairs and maintenance agreements) by means other than competitive bidding as set forth in the County Purchasing Act has been granted to the Purchasing Agent. The primary purchasing document used by the Purchasing Agent to secure such supplies and/or equipment is the Galveston County Purchase Order (PO).

6.3 Obligation of Funds

A Galveston Purchase Order represents a binding written agreement between the County and a seller that normally obligates Galveston County to pay for specified goods or services when they are delivered in accordance with the purchase order's (PO) order terms and conditions. The Purchasing Department issues all purchase orders. All other commitments, written or verbal, are unauthorized purchases and, in most instances, will not be binding on Galveston County. Upon discovery of an unauthorized purchase, the Purchasing Agent will notify both the Commissioners Court and the County Auditor for further action deemed necessary. In addition, should the Purchasing Agent feel that criminal activity of some sort has occurred, the Purchasing Agent will forward the information he/she has received to the Criminal District Attorney for such criminal action, if any, the Criminal District Attorney feels is warranted.

6.4 Request for Acquisition

Requests for acquisition made to Purchasing Staff must utilize the following procedures:

- a submittal of an online Requisition by the end user department is first made;
- a Requisition is required for all purchases regardless of dollar value, except those purchases made by authorized use of a County issued Procurement Card (P-Card);
- the elected official/department head, or duly authorized staff person(s) within these offices, prepares the online requisition;
- the requisition must be prepared as far in advance of the required delivery date to enable the proper procurement processes to be enacted and to allow time for delivery by the vendor;
- price quotations (whenever required for justification) must be submitted on forms provided by the Purchasing Department. These forms and their instructions can be obtained from

Purchasing Department staff or online by visiting
http://www.galvestoncountytx.gov/PU/Pages/default.aspx.

Upon obtaining any additional required information a purchase order will be issued from a Purchasing Department buyer.

6.5 Procurement (P) Cards

Upon request, a County employee or Elected Official may be issued a procurement (P) card that will entitle him/her to make purchases. Departments and Elected Officials interested in utilizing a P-card are instructed to make a request for the issuance of such a card to the P-Card Procurement Administrator located in the Purchasing Department. In addition, they must adhere to and familiarize themselves with the terms and provisions of the Procurement Card Program set forth in the P-card Manual mentioned in **Chapter Thirteen: Procurement Card Manual.**

6.6 Procurement Categories Dependent on Anticipated Price

The Galveston County Purchasing Agent has established purchasing categories for the purchase of all goods and services based on the anticipated price of such good or service. Each category prescribes what information must be obtained from vendors, prior to the issuance by Purchasing staff, of a purchase order or via an alternate method of purchase, e.g. P-Card. The purchasing categories are:

- **Purchases less than $1,500:** Purchasing Staff may exercise discretionary action during the purchasing and acquisition of such purchases.

- **Purchases $1,500 or more but less than $5,000**: A minimum of three telephone quotations are required. Upon approval of a Purchasing Staff member, the requesting department may solicit the quotations or leave the responsibility with the Purchasing Department. But, the requesting department remains responsible for initiating the requisition.

- **Purchases $5,000 or more but less than $50,000**: A minimum of three written quotations are required to be obtained on quotation forms furnished by the Purchasing Department. These forms can be obtained upon request from Purchasing Department staff or online by visiting http://www.galvestoncountytx.gov/PU/Pages/default.aspx. Upon approval of a Purchasing Department Staff member, the requesting department may solicit the quotations or leave the responsibility with the Purchasing Department. If authorized to obtain the quotations, the requesting department must submit the written quotations to the Purchasing Department for review and approval prior to the issuance of a purchase order or an alternate method of payment, e.g. through the use of a P-Card. The requesting department remains responsible for initiating the requisition and requesting the method by which the purchase is to be made.

- **Purchases greater than $50,000**: Formal sealed competitive written invitations to bids (ITB), Requests for Proposals (RFP), or Competitive Sealed Proposals, must be secured by the Purchasing Department in accordance with the terms and provisions of the County Purchasing Act. The County Purchasing Act is located at Subchapter C of Chapter 262 of the Local Government Code, currently Sections 262.021 through 262.037. Generally, competitive bids or requests for proposals are required although some exceptions exist. Should the Purchasing Agent determine that an exemption to competitive bidding or an RFP is warranted, he/she will make application for the granting of an exemption to the Galveston County Commissioners Court as authorized by law. The Purchasing Department and the end user department(s) will evaluate the bids received via competitive bidding or the RFP process and the quotes obtained via the exemption process to the competitive bidding statute that has previously been approved by the Commissioners Court. The Purchasing Agent will present the bids to the Commissioners Court for consideration. Authority to accept or reject the Purchasing Agent's recommendation lies exclusively with the Commissioners Court.

No Purchasing Staff employee may issue a Purchase Order to a supplier either verbally or in writing that varies from the requirements of the purchasing categories listed above unless the Purchasing Staff employee has obtained a waiver from his/her supervisor as set forth in the next paragraph.

6.7 Waiver of Procurement Category Requirements

The Purchasing Agent, at his/her discretion may, depending on the circumstances surrounding a request, authorize a waiver of all of the procurement category requirements, unless required differently under State law. The Assistant Purchasing Agent may, similarly authorize a waiver of one or more of the procurement category requirements up to $50,000. A Senior Buyer may similarly authorize a waiver up to $5,000. But, it is anticipated that such authorization will be granted on limited occasions due to special circumstances such as an emergency or unforeseeable circumstances.

Chapter Seven: Competitive Bidding Requirements

7.1 Reason for Competitive Bidding

Competitive bidding exists for good reason. Competitive bidding requires preparation of specifications against which bidders may bid, due advertisement of the intention of a county to receive bids and giving everyone an opportunity to bid. It contemplates bidding on the same undertaking upon each of the same material items covered by the contract; upon the same thing. It requires that all bidders be placed upon the same plane of equality, that each bidder bid upon the same terms and conditions involved in all the items and parts of the contract, and that the proposal specify as to all bids the same or substantially similar specifications. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. There can be no competitive bidding in a legal sense where the terms of the letting of the contract prevent or restrict competition, favor a contractor or material man, or increase the cost of the work of the materials or other items going into the project.

7.2 Statutory Requirements for Competitive Bidding

Counties are generally required under the County Purchasing Act to receive bids by the competitive bidding process on a contract for services, equipment, goods, or other tangible or intangible property including insurance and high technology that are reasonably expected to exceed $50,000 annually. But, it is also within the discretion and authority of the Commissioners Court to seek competitive bids even though under the circumstances the statutes do not require competitive bidding.

The Purchasing Department will assist any other Department with the preparation of specifications against which bidders may bid. But the final approval of the specifications will be subject to Commissioners Court approval. It is the intent of the Purchasing Department that the specifications:

- use intelligent and concise statements that serve the purpose of apprising potential bidders of exactly what Galveston County wants but not be so specific as to unnecessarily limit competition;
- be definitive enough to place all bidders on an equal footing;
- not contain any limiting provisions unless such limitations are for a legitimate purpose; and
- not unreasonably narrow the field of potential bidders.

This does not preclude the Purchasing Department from adopting conditional or alternative specifications so long as all bids received may be compared to one another.

Specifications that are ambiguous and leave to speculation or conjecture as to what is to be bid is not competitive bidding.

It is incumbent upon prospective bidders to thoroughly review all requests for competitive bidding in order to thoroughly familiarize themselves with the specifications and requirements of the request.

The Purchasing Department will advertise the request for competitive bids in accordance with the terms of the County Purchasing Act. The advertisement will be placed in a newspaper of general circulation in Galveston County. In addition, depending on the request being made, additional sources of advertisement, as determined necessary or prudent by the Commissioners Court will be utilized. For example, large or highly desirable tracts of real estate may be advertised in the Wall Street Journal, the Houston Chronicle or other nationwide advertisements.

Bids may be submitted by postal mail or hand delivered to the reception desk of the Purchasing Department Bids will not be accepted by fax or electronic mail unless superseded by instruction(s) within the Invitation/Request for Bid or Request for Proposal document. Bids must be received and time stamped by procurement staff in the Purchasing Department prior to the specified date and time on the bid notice. Late bids will not be accepted and will be returned unopened. Only the time designated by the "time stamp" issued by the Purchasing Department will determine whether the bid was received at the proper time.

Competitive bids will be opened in the offices of the Purchasing Department in the presence of a representative from the County Auditor's office and, if available, a representative from the department that will be the primary end user of the goods or services being bid upon. Vendors are also encouraged to attend. All bids are read aloud and lump sum and/or unit pricing for each bid is recorded on bid tabulation forms. In the case of conflicting written words and figures, the amount stated in written word governs.

Submitted original bids and proposals remain the property of Galveston County after official bid openings. Opened bids will be kept on file in the Purchasing Department and available for inspection for anyone desiring to see them. Upon review and evaluation with representatives of the requesting department and such other County employees deemed advisable by the Purchasing Agent, the Purchasing Agent will present the bids to the Commissioners Court. The Commissioners Court will make the final determination in a publicly scheduled meeting as to which bidder will be awarded the contract or whether all bids should be rejected. Agendas for these meetings are posted weekly at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Galveston, Texas, 77550 or may be found on the County's website which is www.galvestoncountytx.gov and public meeting access is at: http://www.galvestoncountytx.gov/cc/pages/sire.aspx. The Purchasing Agent, at his/her discretion, will attempt to notify all bidders in advance of the time, date and location of the Commissioners Court meeting. All bidders are encouraged to attend.

The Purchasing Agent will not present a bid to the Commissioners Court that is substantially or materially different from the specifications, nor may Galveston County negotiate privately with the low bidder. This does not preclude waiving immaterial specifications that are not essential to the contract.

Opened bids will be kept on file in the Purchasing Department and available for inspection for anyone desiring to see them in accordance with the County Purchasing Act and the Public Information Act.

7.3 Requests for Proposals (RFP) - Multistep Competitive Proposal Procedures

From time to time, if the Purchasing Agent determines that the preparation of detailed specifications would be impractical or involves the purchase of health insurance or high technology items, the Purchasing Agent shall notify the Commissioners Court of such determination. Upon a finding by the Commissioners Court that it is impracticable to prepare detailed specifications for an item to support the award of a purchase contract, after notification of such determination by the Purchasing Agent, the Purchasing Agent may use the multistep competitive proposal procedure provided by Local Government Code §262.0295. In addition, the County may utilize requests for proposals in accordance with Section 262.030 of the Local Government Code. Should this method of bidding be utilized, there will be a public notice of a Request for Proposal, commonly called an "RFP" that solicits quotations from vendors. The Purchasing Department will assist any other department with the preparation of the RFP, but the final draft is subject to approval by the Commissioners Court. In addition, the Purchasing Agent will recommend to the Commissioners Court whether to appoint an evaluation committee that may include one member of the Commissioners Court, and, if so, which other County employees should be made part of the evaluation. Proposals without a dollar bid may be turned in. Afterwards, bids with prices may be requested by Galveston County.

The Purchasing Department will advertise as required in a newspaper of general circulation in Galveston County per statutory requirements. It is incumbent upon prospective bidders to thoroughly review all RFP information in order to thoroughly familiarize themselves with the specifications and requirements of the request.

Proposals may be submitted by postal mail or hand delivered to the reception desk of the Purchasing Department. Proposals will not be accepted by fax or electronic mail unless superseded by instruction(s) within the RFP document. Proposals must be received and time stamped by procurement staff in the Purchasing Department prior to the specified date and time on the bid notice. Late proposals will not be accepted and will be returned. Only the time designated by the "time stamp" issued by the Purchasing Department will determine whether the bid was received at the proper time. Proposals will

be opened in a public forum on the date and time specified in the presence of a representative of the County Auditor's Office and, if available, a representative of the requesting department. Requests for Proposals and other Competitive Sealed Proposals are opened at the specified times and only the names of the proposers are read aloud and recorded unless the instructions provide otherwise or at the discretion of the Purchasing Agent. Submitted original bids/proposals shall remain the property of Galveston County after official bid openings.

The Purchasing Agent and the evaluation committee will, after a preliminary evaluation of the proposals, notify the Commissioners Court of those proposals that, as of the date of the notification, appear to be of the best value and most advantageous to Galveston County. In the case of conflicting written words and figures, the amount stated in written word governs. In addition, the Purchasing Agent will request Commissioners Court authorization to negotiate with those who submit the leading proposals. Upon finalization of negotiations, the Purchasing Agent shall present the proposals to the Commissioners Court for consideration of awarding the contract to the proposal determined to have the lowest evaluated offer resulting from negotiation, or specify that additional negotiations take place, or reject all proposals.

The Commissioners' Court will make their decision at a publicly scheduled meeting. Agendas for these meetings are posted weekly at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Galveston, Texas, 77550, or may be found on the County's website, which is www.galvestoncountytx.gov and public meeting access is at: http://www.galvestoncountytx.gov/cc/pages/sire.aspx.

The Purchasing Agent, at his/her discretion, will attempt to notify all bidders in advance of the time, date and location of the Commissioners Court meeting will be considered. All proposers are encouraged to attend.

All proposals that have been submitted shall, subject to the both the prohibitions contained within the County Purchasing Act (e.g. trade secrets and confidential information contained in the proposals and identified as such) and the terms and provisions of the Texas Public Information Act, be available and open for public inspection but only after the final contract is awarded and executed.

7.4 Solicitation specifications

Formal solicitations are used when required under the County Purchasing Act, and thus generally for contracts anticipated to be greater than $50,000.00, and may also be used for contracts anticipated to cost less than $50,000.00. Formal solicitations include General Provisions and Special Provisions (which may also be called Specifications). Additional special provision sections may be included in the solicitations as necessary. General Provisions generally serve as the minimum requirements in procurement solicitations. Special Provisions are included to further define the services and/or goods sought and in clarifying the contracting opportunity and may, in some instances, supersede the General Provisions.

The primary purpose of any specification is to provide prospective vendors with criteria about the minimum standards acceptable for goods and/or services; the goal of the specifications, general and special, is to promote competitive bidding by providing the means to make an award to the lowest and best bid from a responsible bidder in conformity with State and/or Federal law, as applicable.

Provisions within the General Provisions address a variety of contractual terms and requirements and may be modified at the discretion of the Purchasing Agent without requiring an amendment to this Purchasing Policies and Procedures Manual.

Finally, different funding sources utilized by the Galveston County Commissioners Court in a given procurement may require different mandates than what are prescribed herein and may be mentioned in other sections of this Purchasing Policies and Procedures Manual. It is imperative that any vendor seeking to do business with Galveston County, familiarize themselves with the guidelines and statutes that govern competitive bidding prior to submitting offers.

7.5 Construction Contractor Oversight

Galveston County exercises regular observation and evaluation of construction projects as they proceed. Contractors are required to participate in a series of regular project meetings for the benefit of the Owner and the project.

Contractual agreements between Galveston County and architects and engineers spell out the duties of contract administration and observation the professional firms are responsible for. Specification sections within the construction documents set out the roles of Construction Manager and regular project meetings.

The following processes are adhered to but not limited to the following when providing oversight:

- Contractor agreements contain guidelines setting the compliance with submittals, performance, meetings, and "inspections" of the work.

- Projects are reviewed by the in-house Construction Manager, Architect, or Engineer in addition to the design professional hired for that project prior to authorization for any payment to the contractor for services in the scope of the Contractor's agreement.

- Galveston County staff makes regular visits (not less than weekly) to construction projects to assure the work proceeds in accordance with agreements. This is supplemental to project observation services included in our agreement with design professionals.

- Design professionals are required to:
  - Review shop, laboratory, and mill tests of material and equipment and promptly report any deficiencies to the County;
  - Review submittals and shop drawings for compliance with original concepts and specifications;
  - Prepare meeting notes;
  - Assist the County in performance tests required by the specifications;
  - Conduct inspections to determine date or dates of substantial completion.

Chapter Eight: General Guidelines Relating to Competitive Bidding

8.1 Determination of Lowest and Best Bid

In accordance with Section 262.022(5-a) of the Local Government Code, "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 accordance with Section 262.030 of the Local Government Code, in requests for proposals the request must specify the relative importance of price and other evaluation factors and the award of contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposals.

In arriving at a determination of notification of the bids to be presented to the Commissioners Court, the Purchasing Agent and the Evaluation Committee, if one has been appointed, may also consider:

- price;
- the quality of the product or service;
- the adaptability of the product or service to the intended use;
- the ability, experience, integrity, and financial responsibility of the bidder/proposer; and
- such other evaluation criteria that are set forth in the invitation to bid or the RFP.

8.2 Unit Price Bids

Contracts for materials, equipment, supplies and construction of public works may be let on a unit price basis. If it is determined that unit price bids will be utilized the specifications will state the approximate quantities estimated on the best available information the Purchasing Department has at the time of the determination.

8.3 Tax Exempt

Galveston County, as a political subdivision of the State of Texas, is tax exempt.

8.4 FOB Galveston

All prices associated with all bids and proposals must be FOB (i.e. the price submitted includes all freight and shipping charges) to the shipping destination in Galveston County.

8.5 Sole Bids/Identical Bids

On occasion, when a request for bids or a RFP is issued, the County may receive only one response. Should this occur, the Purchasing Agent will attempt to determine the reason(s) behind the lack of interest from the public and whether there might be greater interest generated were the competitive bidding process to begin anew. Based on his/her findings, the Purchasing Agent will notify the Commissioners Court of the single bid and the Commissioners Court will decide whether to accept the bid/proposal or reject it and order the process to begin again.

If two responsible bidders submit the lowest and best bid with equal terms and conditions, the Commissioners Court shall decide between the two by drawing lots in a manner prescribed by the County Judge.

8.6 Exceptions to Competitive Bidding and Sole Source Items

The County Purchasing Act gives the Commissioners Court the discretion to grant an exemption from competitive bidding, e.g. in cases of emergency or public calamity, personal or professional services, land or right of way acquisitions, etc. Numerous exceptions are permitted as set forth in the County Purchasing Act or, if applicable, in Section 271.056 of the Local Government Code. In addition, competitive bidding is not required in the event there is only supplier who furnishes the item.

The Purchasing Agent will, upon request of a requesting department accompanied with written documentation, make a preliminary determination whether an exception or a sole source vendor exists. If, in the opinion of the Purchasing Agent the request is legitimate, the Purchasing Agent will notify the Commissioners Court and the Commissioners Court will decide whether to grant the exemption and to purchase the item from the sole source. The final decision as to whether or not to grant the exemption or to purchase from a sole source or other permitted exemption lies with the Commissioners Court.

8.7 Change Orders

If it becomes necessary to make changes in plans, specifications, or proposals after a contract has been made or if becomes necessary to increase or decrease the quantity of items purchased, the Commissioners Court may make the changes as long as any increase in the total contract price can be made from available funds. Such changes will be made via a change order.

All requests for a change order must be submitted by the requesting department or the vendor to the Purchasing Agent for review and recommendation to the Commissioners Court. However, in accordance with Section 262.031 of the Local Government Code, the original contract price may not be increased by more than 25% unless the change order is necessary to comply with a federal or state statute, rule, regulation or judicial decision enacted, adopted, or rendered after the contract was made. Also, the original contact price may not be decreased by 18% or more without the consent of the contractor.

Chapter Nine: Federally Funded Contracts – Procurement Standards and associated matters

9.1 General Procurement Standards

Depending on the specific funding source of the procurement request, solicitation efforts by Galveston County utilizing Federal funding are subject to additional procurement standards. **2 CFR PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, and 24 CFR 85.36 – PROCUREMENT (U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)** affect or may affect procurement requirements and mandate various contract terms. The foregoing listing is not exhaustive.

Special Note: ***As well, relevant procurement standards on previous disaster recovery assistance projects may be found at 44 C.F.R. 13.36 (a)-(i) (States, local, and tribal governments), or other sources.***

Procedures for Federally funded solicitations must include all required Federal clauses and language.

9.2 Sections 2 C.F.R. §§ 200.318 - 200.326.

These sections impose requirements for federally funded contracts across a broad range of granting agencies. The County, a non-Federal entity and generally a subrecipient in these grant programs, is subject to these requirements. Sections 200.318 through 200.326, as such regulations exist on the date of the Purchasing Agent's adoption of these policies, follow:

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.

(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.

(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
(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 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
(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

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;

(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

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 noted

9.3 2 C.F.R. Part 200, Appendix II

2 C.F.R. Part 200, Appendix II is also applicable, and requires as follows:

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 effected 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 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

9.4 Additional contract requirements
Remedies.

a. Standard: Contracts for more than the simplified acquisition threshold ($150,000) 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. See 2 C.F.R. Part 200, Appendix II, A.

b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

Termination for Cause and Convenience.

a. 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 effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

Equal Employment Opportunity.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity

clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

b. Key Definitions.
(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:
"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, 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, 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 considerations for employment without regard to race, color, religion, sex, or national origin.

(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 of the 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 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.

(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 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 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 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."

Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. 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.

d. 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.

e. In contracts subject to the Davis-Bacon Act, 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 at 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). The Copeland Anti-Kickback 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 FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by 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.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, E.

c. Under 40 U.S.C. § 3702, 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.

d. 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.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:
"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 section 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 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."

Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance 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."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity 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 FEMA. See 2 C.F.R. Part 200, Appendix II, F.

c. The regulation at 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.

Clean Air Act and the Federal Water Pollution Control Act.

Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act"

(1) 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.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

Debarment and Suspension.

a. Applicability: The federal debarment and suspension provisions apply to all federal granting agencies.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

c. 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, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, 6.d, and Appendix C, 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, 6.d and Appendix C,

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.
(2) The contract requires the approval of FEMA, regardless of amount.
(3) The contract is for federally-required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

f. The following provides a debarment and suspension clause. It incorporates an optional method of assurances that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.

c. 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. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause: "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."

Procurement of Recovered Materials

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

c. The requirements of Section 6002 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.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
"(1) 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—
(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or
(iii) At a reasonable price.
(2) Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site,
https://www.epa.gov/smm/comprehensiveprocurement- guideline-cpg-program."

9.5 Additional FEMA Requirements

a. The Uniform Rules authorize FEMA to require additional provisions for nonfederal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:
"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

DHS Seal, Logo, and Flags

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval."

Compliance with Federal Law, Regulations, and Executive Orders

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

No Obligation by Federal Government

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the 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.
b. The following provides a contract clause regarding no obligation by the Federal Government: "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."

Program Fraud and False or Fraudulent Statements or Related Acts

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

9.6 Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.
Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
Date

9.7 Requirements on FEMA funded projects from Hurricane Ike
44 CFR 13.36 – Procurement

(a) ***States.*** When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) ***Procurement standards.***

(1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,
(ii) Any member of his immediate family,
(iii) His or her partner, or
(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and

subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase 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.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are 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.

(7) Grantees and subgrantees are 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.

(8) Grantees and subgrantees will make awards 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.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a 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.

(10) Grantees and subgrantees will use time and material type contracts only—

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will 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 grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) ***Competition.***

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of section 13.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,
(ii) Requiring unnecessary experience and excessive bonding,
(iii) Noncompetitive pricing practices between firms or between affiliated companies,
(iv) Noncompetitive awards to consultants that are on retainer contracts,
(v) Organizational conflicts of interest,
(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and
(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local 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 criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall 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, shall 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 equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will 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, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) ***Methods of procurement to be followed—***

(1) *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 fixed at 41 U.S.C. 403(11) (currently set at $100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) 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 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 § 13.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) 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.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) 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 shall 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

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) **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:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees 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.

(4) Procurement by *noncompetitive proposals* is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) ***Contracting with small and minority firms, women's business enterprise and labor surplus area firms.***

(1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) ***Contract cost and price.***

(1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will 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 will 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.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see § 13.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) ***Awarding agency review.***

(1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document.

However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) 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; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award 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

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) ***Bonding requirements.*** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall 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 his bid, execute such contractual documents as may be required within the time specified.

(2) *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.

(3) *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.

(i) *Contract provisions.* A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)
(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)
(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)
(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of $2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)
(7) Notice of awarding agency requirements and regulations pertaining to reporting.
(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)
(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
[53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr.19, 1995]

9.8 Procurement Standards on U.S. Department of Housing and Urban Development (HUD) 24 CFR 85.36 – Procurement Standards

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and sub grantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.
(1) Grantees and sub grantees **will use their own procurement procedures** which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.
(2) Grantees and sub grantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
(3) Grantees and sub grantees will maintain a written code of standards of conduct governing the

performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
(i) The employee, officer or agent,
(ii) Any member of his immediate family,
(iii) His or her partner, or
(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and sub grantee procedures will provide for a review of proposed procurements to avoid purchase 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.

(5) To foster greater economy and efficiency, grantees and sub grantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and sub grantees are 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.

(7) Grantees and sub grantees are 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.

(8) Grantees and sub grantees will make awards 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.

(9) Grantees and sub grantees ***will maintain records*** sufficient to detail the significant history of a 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.

(10) Grantees and sub grantees will use time and material type contracts *only* -
(i) After a determination that no other contract is suitable, and
(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and sub grantees alone will 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 grantee or sub grantee of any contractual responsibilities under its contracts. **Federal agencies will not substitute their judgment for that of**

the grantee or sub grantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and sub grantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protester must exhaust all administrative remedies with the grantee and sub grantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:
(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and
(ii) Violations of the grantee's or sub grantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or sub grantee.

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:
(i) Placing unreasonable requirements on firms in order for them to qualify to do business,
(ii) Requiring unnecessary experience and excessive bonding,
(iii) Noncompetitive pricing practices between firms or between affiliated companies,
(iv) Noncompetitive awards to consultants that are on retainer contracts,
(v) Organizational conflicts of interest,
(vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
(vii) Any arbitrary action in the procurement process.

(2) Grantees and sub grantees will conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local 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 criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:
(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall 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, shall 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 equal description** may be used as a means to define the performance or other salient requirements of a procurement. **The specific features of the named brand which must be met by offerors shall be clearly** stated; and
(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and sub grantees will ensure that all pre qualified 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, grantees and sub grantees will not preclude potential

bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed -

(1) ***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 fixed at 41 U.S.C. 403(11) (currently set at $100,000). If small purchase procurements are used, price or rate quotations will be obtained from an adequate number of qualified sources.

(2) ***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 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 85.36(d)(2)(i) apply.
(i) In order for sealed bidding to be feasible, the following conditions should be present:
(A) A complete, adequate, and realistic specification or purchase description is available;
(B) Two or more responsible bidders are willing and able to compete effectively for the business; and
(C) 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.
(ii) If sealed bids are used, the following requirements apply:
(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;
(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;
(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
(D) 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 shall 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
(E) Any or all bids may be rejected if there is a sound documented reason.

(3) ***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:
(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and sub grantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;
(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
(v) Grantees and sub grantees 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.

(4) ***Procurement by noncompetitive proposals*** is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
(A) The item is available only from a single source;
(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
(C) The awarding agency authorizes noncompetitive proposals; or
(D) After solicitation of a number of sources, competition is determined inadequate.
(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.

(iii) Grantees and sub grantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:
(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract Cost and Price

(1) Grantee and sub grantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and the sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price on a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will 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 will 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.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (24 C.F.R. 85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of contracting shall not be used.

(g) Awarding agency review.

(1) Grantees and sub grantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or sub grantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and sub grantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc., when:
(i) A grantee's or sub grantee's procurement procedures or operation fails to comply with the procurement standards in this section; or
(ii) 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; or
(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a brand name product; or
(iv) The proposed award 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
(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or sub grantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.
(i) A grantee or sub grantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
(ii) A grantee or sub grantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self certification procedure, awarding agencies may wish to rely on written assurances from the grantee or sub grantee that it is complying with these standards. A grantee or sub grantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall

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 his bid, execute such contractual documents as may be required within the time specified.

(2) 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.

(3) 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.

(i) Contract provisions.

A grantee's and sub grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or sub grantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000.)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

Chapter Ten: Professional and Consulting Services

10.1 Professional Services Procurement Act – Contracts Not Competitively Bid
In addition to the Commissioners Court's discretion to grant an exemption to the requirement of competitive bidding due to the professional services exemption under the County Purchasing Act, the Professional Services Procurement Act prohibits a county from employing professional services such as licensed physicians, architects, certified public accountants and registered engineers on the basis of competitive bids submitted for the contract or for the services. Thus, there are two kinds of professional services – 1.) those listed within the Professional Services Procurement Act (which are identified below), and 2.) those professional services that may or may not be in the list below, but that the Commissioners Court finds constitute professional services in compliance with the County Purchasing Act.

Under the Professional Services Procurement Act, for the services covered under that Act, the County shall make the selection and award of contract:

(1) on the basis of demonstrated competence and qualifications to perform the services; and
(2) for a fair and reasonable price.

The Professional Services Procurement Act is codified at Chapter 2254 of the Texas Government Code.

Professional services under the Professional Services Procurement Act are defined at Subsection 2254.002(2) of the Government Code, and mean services:

(A) within the scope of the practice, as defined by state law, of:

(i) accounting;
(ii) architecture;
(iii) landscape architecture;
(iv) land surveying;
(v) medicine;
(vi) optometry;
(vii) professional engineering;
(viii) real estate appraising; or
(ix) professional nursing; or

(B) provided in connection with the professional employment or practice of a person who is licensed or registered as:

(i) a certified public accountant;
(ii) an architect;
(iii) a landscape architect;
(iv) a land surveyor;
(v) a physician, including a surgeon;
(vi) an optometrist;
(vii) a professional engineer;
(viii) a state certified or state licensed real estate appraiser; or
(ix) a registered nurse.

In accordance with Section 2254.004 of the Government Code, in procuring architectural, engineering, or land surveying services, a governmental entity shall:

(1) first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and
(2) then attempt to negotiate with that provider a contract at a fair and reasonable price.

If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the governmental entity shall:

(1) formally end negotiations with that provider;
(2) select the next most highly qualified provider; and
(3) attempt to negotiate a contract with that provider at a fair and reasonable price.

The governmental entity shall continue this process to select and negotiate with providers until a contract is entered into.

The professional fees under the contract may not exceed any maximum provided by law.

Any contract awarded a professional who is listed as such under the Professional Services Procurement Act on the basis of competitive bids is void against public policy. Accordingly, it is the policy of the Purchasing Agent that contracts that are entered into that require professional services are negotiated by the end user, County Legal, and, if requested, the Purchasing Agent.

10.2 Discretionary Exemption under the County Purchasing Act

The County Purchasing Act gives the Commissioners Court the discretion to grant an exemption by order from competitive bidding for professional services. This exemption is located at Section 262.024(a)(4) of the Texas Local Government Code.

10.3 Federal Requirements

Notwithstanding the foregoing Sections 10.1 and 10.2, contracts funded through Federal grants generally require the contract to be procured through competitive bidding and the only exception from such requirements applies to the services of an architect or an engineer acting within their field. The County, a non-federal entity and generally a subrecipient, may be under different requirements than an agency of the State of Texas pertaining to professional services and the requirement to procure such services, other than architects/engineers acting within their field, by competitive bidding, rather than through request for qualifications.

Chapter Eleven: Acquisition, Transfer, and Disposal of County Owned Fixed Assets

11.1 Types of Personal Property Assets

Fixed Asset - tangible property (something one can touch or see) which is expected to be useful to the County for a time greater than one (1) year and has a cost of at least $5,000.00. Examples of fixed assets include machinery, automotive vehicles, equipment, buildings, high technology items and improvements to buildings.

Fixed Asset Maintenance Improvement (FAMI) - Normal maintenance and repair is not considered a fixed asset. But, if the maintenance or repair is substantial and drastically extends the life of the asset, it should be capitalized as a FAMI.

Lost or stolen Assets - those fixed assets that are missing and considered unrecoverable.

Salvage Property –personal property that, because of use, time, or accident, is so worn, damaged, or consumed, it has no value for the purpose for which it was originally intended, but does otherwise have value.

Surplus Property – personal property, other than salvage, not currently useful, but considered to have future usefulness, either as originally intended or otherwise.

11.2 Acquisitions of New Assets

a) Purchases:

The requesting department must submit an electronic purchase requisition to the Purchasing Department for processing. The requisition request must include quantity, unit cost, unit measure, product description, specifications, requested delivery date, and delivery instructions. Once the requisition is properly routed, completed and approved a purchase order will be issued for this asset. At the time the purchase order is issued, the PO module "flags" the item as a Fixed Asset purchase so that the asset receiving procedures will be triggered. The department must then notify the Purchasing asset coordinator upon receipt of a fixed asset and forward all associated documentation to the Purchasing asset coordinator for processing. Prior to placing the asset in service, the custodial department must properly tag and document receipt of the asset.

b) Donations:

The person/entity donating the asset must provide documentation of ownership and submit a written statement of donation to the Purchasing asset coordinator. All donations must be approved by the Commissioners Court before being placed in the County's inventory.

c) Seizures:

On occasion, Galveston County law enforcement agencies acquire automobiles, boats or other items that ultimately become Fixed Assets through what is commonly called the U.S. Department of Justice Federally Forfeited Property Program. All such assets must, upon acceptance by the Commissioners Court be inserted into the FA module by the Purchasing asset coordinator as a county owned fixed asset.

11.3 Asset Movement and Transfer

a) Transfer of Assets:

The Purchasing Agent is authorized by the Commissioners Court to transfer supplies, materials, and equipment among the various County departments. Non-fixed asset property moves are documented within Facilities' online ticket tracking software. Fixed asset transports from location to location require the notification of the Purchasing asset coordinator who will perform the update of location in the financial system. Custodial transfers of assets from one

department/division to another must be documented with Purchasing form **FA-02, Transfer** which must be sent to the Purchasing asset coordinator. The transfer will be completed and filed with the asset record within 5 business days.

11.4 Asset Disposal

a) Salvage and surplus assets and property:
Salvage Property or Surplus Property must be reported on ***Form FA-03,* Asset Disposal Report (see Appendix)** and forwarded to the Purchasing asset coordinator for instructions on the proper disposal method and for documentation purposes. Facilities facilitated movements of assets will be documented within Facilities' online ticket tracking software. Actual disposal of assets will be accomplished through a disposal method as prescribed by the Purchasing Agent upon approval by the Commissioners Court. These methods may include but not be limited to local public auctions, internet (online) auctions, donations to civic or charitable organizations, and trade-in. County employees are eligible to purchase Salvage Property or Surplus Property. Contact the Purchasing asset coordinator for details.

b) Lost or Stolen Fixed Assets:
Lost assets must be reported immediately to the Purchasing Agent by the Elected/Appointed Official, or the Department Head. Reports of lost assets must be immediately made on **Form FA-03, Asset Disposal Report** by the Elected or Appointed Official or Department Head and sent to the Purchasing asset coordinator (who will forward a copy to IT if appropriate) and the County Auditor. Reports of theft of Fixed Assets must be immediately made on **Form FA-03, Asset Disposal Report** by the Elected or Appointed Official or Department Head and sent to the Purchasing asset coordinator who will update the fixed asset status to AD- awaiting disposal. In addition, the Elected Official or Appointed Official or the Department Head must report the theft to the proper law enforcement agency and submit a copy of the offense report to the Purchasing asset coordinator. It will be removed from the department's asset custody report by the Purchasing asset coordinator after the proper documentation is received and filed by Commissioners Court.

Chapter Twelve: Control Relating to County Owned Assets

12.1 General Principles

Since all assets belonging to Galveston County are publicly and not privately owned, it is necessary to provide a basic understanding of the policies associated with County owned assets. Essentially, all Elected and Appointed Officials, Department Heads, and employees share in the responsibility of accounting for, using, and properly maintaining all county buildings, equipment, and furnishings.

As previously stated in the opening section of this Policy and Procedures Manual, and in accordance with Section 262.011(i) of the Local Government Code, the Purchasing Agent is charged with maintaining an inventory of Galveston County property that is filed annually with the Galveston County Auditor. In addition, in accordance with Section 262.011(j) of the Local Government Code, all surplus property must be transferred to the Purchasing Agent when not actually needed by any Galveston County department.

In order to assist in the performance of duties and maintaining accurate inventory records the Purchasing Agent has employed a Purchasing Asset Coordinator who is responsible for keeping accurate records of all County owned assets including their acquisition, transfer, and disposition. Cooperation from all County employees is necessary to accurately perform these duties.

12.2 Semi-Annual Inventory

The Purchasing Asset Coordinator inventories all County inventory twice a year, generally during the periods from mid-March to the end of May, and from mid-September to the end of November. All departments are required to assist the Purchasing Asset Coordinator in the documentation of all Fixed Assets. The County has implemented the Fixed Asset module of the financial system to facilitate documenting the acquisition, custodial use, financial reporting, and disposition of all fixed assets.

In addition to the efforts of the Purchasing asset coordinator, the following departments also have duties as they relate to Fixed Assets. These departments and their duties are as follows:

a) **County Auditor's Office (also sometimes referred to herein as the Auditing Department):** Upon the filing of the annual inventory by the Purchasing Agent with the County Auditor and the members of the Purchasing Board, the County Auditor is charged with the duty to carefully examine the inventory and make an accounting for all property purchased or previously inventoried and not appearing in the inventory.

b) **Information Technology Department:**
The Information Technology Department (IT) is responsible for the accountability of fixed assets or other computer related technology equipment. This helps enable IT to facilitate expedient technology support. IT equipment and other items will be tagged by the designated IT representative and entered in the FA module once written documentation of tagging/deployment of fixed asset is submitted to the Purchasing asset coordinator.

Also, management of the County's inventory of computer related technology items such as notebook PC's, PC workstations, monitors, printers, small routers and switches, etc. that have an initial acquisition value of less than $5,000.00, regardless of funding source, is facilitated by IT with the following guidelines:

1. A list of IT's Non-Fixed Asset items by department will be submitted to the Purchasing Agent for inclusion in the annual inventory report submitted to the County Auditor and the Purchasing Board in July.

2. Computer related technology items approved for acquisition by IT through the Purchasing Agent's procurement process, will be received at IT regardless of funding source, for tagging, deployment, and tracking purposes.

3. IT will produce an annual custody report for each County department indicating the number of units of equipment by type per location. Each department will review and update the reports as necessary and return them to IT as an audit check. Discrepancies will be addressed by IT and the affected Department before forwarding the custody report to the Purchasing asset coordinator.

12.3 Asset Control of Each Department

Each Elected and Appointed Official and Department Head has the primary responsibility for ensuring protective custody, and accounting for all county fixed assets assigned to their department. They also are required to complete the online asset custody verification process and form as and when requested by the Purchasing Asset Coordinator. The online form must be signed and returned to the Purchasing asset coordinator by the date announced via email. Any discrepancies should be noted on the online form.

Each Elected and Appointed Official and Department Head should designate up to two employees to serve as the Asset Custodians for their department, by completing (and having their employee or employees complete) an **FA-08, Dept. Signature Sheet.** The employee so designated is charged with performing all duties relating to asset management of all fixed assets assigned to their department including but not limited to the execution of **Forms FA-03 and FA-04.** The Asset Custodian for the department should note any discrepancies between the actual inventory and the inventory record on the asset custody report. Some examples of discrepancies include corrections to description, location, serial numbers, etc.

Although it is the responsibility of each Elected and Appointed Official and Department Head to semi-annually account for all County owned assets assigned to their department, the Purchasing Asset Coordinator and/or the County Auditor's Office may "spot check," or conduct a full inventory of all departments at such times and on such occasions as they deem reasonable or necessary.

12.4 Documentation Procedures for Movement of Fixed Assets

The following documentation procedures are designed to facilitate both reporting accuracy and technology support for Fixed Assets other than Information Technology Fixed Assets. The procedures are:

a) The Purchasing Asset Coordinator must update the financial system within 5 business days of the actual equipment acquisition, transfer or disposition. All information required to the financial system must be filed with the Purchasing Asset Coordinator and made accessible to the County Auditor for auditing purposes upon request.

b) In the case of Lost Assets, a **Form FA-03, Asset Disposal Report** must immediately be completed and copies given to the Purchasing asset coordinator and the County Auditor. In the case of Stolen Assets a **Form FA-03, Asset Disposal Report** must be immediately completed and copies given to the Purchasing Asset Coordinator.

c) An online asset custody verification process is initiated semi-annual to all departments. This form is generated from fixed asset records stored in the Fixed Asset (FA) module of the county's financial system. It 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 by the date specified on the cycle kick-off email. Supporting documentation on each fixed asset must be attached to the form. Any discrepancy must be noted on the form and reconciled by the Purchasing asset coordinator and each the department from which the discrepancy emanates. Upon reconciliation of the form, the Purchasing Asset Coordinator will update the financial system. Only the Purchasing Asset Coordinator or, in his/her absence another Purchasing Department employee authorized in

writing by the Purchasing Agent to temporarily act in the Purchasing Asset Coordinator's stead is authorized to update the fixed asset portion of the financial system.

d) The transfer of all other fixed property equipment from one Department to another shall be documented on **Form FA-02, Asset Transfer Report for Fixed Assets Other Than Information Technology Equipment**. This form must be signed by both the transferring Department's Asset Custodian and the Purchasing Asset Coordinator.

e) The disposition of all other fixed property shall be documented on **Form FA-03, Asset Disposal Report**. This form must be signed by both the disposing Department's Asset Custodian and the Purchasing Asset Coordinator.

f) Only the Purchasing Agent has the authority to modify these guidelines.

Chapter Thirteen: Travel Policy

13.1 County's Travel Policy

Galveston County employees authorized to travel, must adhere to the County Travel Policy and related procedures, the Travel Expense Reimbursement Procedures, which were approved by the Commissioners Court with the authority to manage placed under the Galveston County Auditor.

The Travel Policy may be found on the Galveston County Auditor Office's webpage located at www.galvestoncountytx.gov/ao/Pages/default.aspx.

The specific URL to bring up the Travel Policy is:
www.galvestoncountytx.gov/ao/Documents/TravelPolicy.pdf.

The specific URL to bring up the Travel Expense Reimbursement Procedure is:
www.galvestoncountytx.gov/ao/Documents/TravelExpenseReimbursement.pdf.

A copy of the Travel Policy effective on and from January 1, 2018 is attached to this Purchasing Policies and Procedures Manual as Appendix No. 2; and

A copy of the Travel Expense Reimbursement Procedure is attached hereto as Appendix No. 3.

Failure to adhere to the terms and requirements of the Travel Policy and related procedures may result in payment or reimbursement of travel claims being denied. As the authority over the travel policy is under the County Auditor, in the event of any conflict between this Chapter and the Travel Policy/Travel Expense Reimbursement Procedure that became effective on January 1, 2018, the Travel Policy and Travel Expense Reimbursement Procedure effective January 1, 2018 shall control.

13.2 Travel Requests

The Travel Policy and Travel Expense Reimbursement Procedures apply to all employees whose travel expenses are paid from public funds, and is subject to oversight and enforcement by the County Auditor. County officials and department heads are responsible for ensuring travel expenditures are valid and appropriate and in conformity with the adopted Travel Policy and related procedures. County officials and department heads should ensure budgeted travel funds are available before authorizing travel for an employee. All travel must be approved by the county official/department head prior to a requisition being placed with the Purchasing Department. All travel requests must include a brief justification for the trip including estimated costs of registration fees, lodging, airfare, mileage, parking, taxi or shuttle use and a per diem.

All requests for reimbursements must be electronically requisitioned from a specified travel account containing adequate travel funds. An approved general ledger account can be obtained from the County Auditor.

Alternatively, travel expenses may be paid by an approved Galveston County issued Procurement Card (P-Card). P-Cards can be obtained upon application from the P-Card Administrator located within the Purchasing Department. When using a county procurement card, travel expenses, including conference/training, hotel, flight reservations, etc., charged on the procurement card must be submitted to the County Auditor in accordance with the *Galveston County Purchasing Card (P-Card) Program Policy and Procedures Manual.*

Chapter Fourteen: Procurement Card (P-Card) Program

14.1 General Purpose

The purpose of this section is to establish policies, procedures and criteria to be used in determining requirements for cardholders of the Galveston County Procurement Card (P-Card) Program. The Galveston County Purchasing Card (P-Card) Program Policy and Procedures Manual may be accessed online at: http://www.galvestoncountytx.gov/pu/PCards/PcardPolicies.pdf.

In the event of any conflict between the provisions in this Chapter 14 and the P-Card policy posted online, the provisions of the policy posted online shall control.

The County has heretofore entered into agreement with the Texas Payment Card Consortium. This Contract provides for the use of commercial credit cards and associated services from a credit card provider. One of these credit cards is the Procurement Card (P-Card).

The P-Card is a procurement tool designed to allow County employees maximum flexibility in obtaining County authorized goods and services. Some benefits include:

- efficiency of online banking;
- increased transparency and security;
- reduction of purchase order numbers and corresponding invoice processing;
- faster methods of paying vendors;
- program rebates for volume purchases;
- easy online queries and transaction summaries;
- environmental savings through less paper used;
- free up Purchasing Department staff time to concentrate on more productive issues; and
- the card can be used 'virtually' to support e-procurement initiatives.

14.2 Definitions

Cardholder - A Department Head employee who is approved by their Department Head to have a Galveston County P-Card, issued in their name, and is authorized to execute legitimate P-Card transactions on behalf of Galveston County.

Card Provider - The contractor who maintains the card account, issue cards to Cardholders, sends monthly billing statements to the County Auditor, pays merchants and receives reimbursement from the County Treasurer. Also, assists in resolving disputes between the County Cardholder and Vendors. Currently, the Card Provider is J.P. Morgan Chase.

County Auditor's Department – The County Auditor's Office is sometimes referred to herein as the County Auditor's Department. This department is responsible for processing payments to the Card Provider, maintaining required accounting records, and storing original card receipts that support approved card statements.

County Treasurer's Department - The department responsible for paying P-Card purchases.

Department Head - County official (including Elected and Appointed officials and Department Heads) who approves their department employee's request for a P-Card using P-Card Request Form (Form PCPCRF), and who performs the duties of a Department Coordinator or a Departmental Supervisor or assigns those duties to a Departmental Coordinator or a Departmental Supervisor to act in their stead, if desired.

Department Coordinator - Department employee designated by the Department Head to enter charge account data and card holder approval via Smart Data On-Line (where applicable), and send these receipts to Auditor's Office.

Department Supervisor - Department Employee who is delegated by the Department Head to review transactions to ensure they are for legitimate and permitted County business expenses, and thereafter certify and approve for payment to the Department Head.

Disputed Charge -A charge for goods determined to be defective or a charge for services not performed and on which a vendor refuses to replace, repair, adjust charges on, perform or otherwise correct. Disputed Charges also includes fraudulent charges.

Fraudulent Charge - A disputed charge appearing on the Cardholder's monthly statement of account not authorized by the Cardholder.

Galveston County - The political subdivision of the State of Texas that contracts with the Card Provider to have P-Cards issued to Galveston County approved employees and agrees to accept liability for the use of the cards.

Galveston County Procurement Card (P-Card) -The official credit card issued by Galveston County to be utilized for authorized purchases.

P-Card Administrator -The coordinator and the liaison official between the County and the Card Provider who administers the P-Card Program for the County. The P-Card Administrator is appointed by the Purchasing Agent. Currently it is the Administrative Coordinator.

Personal Use - Use of a P-Card for the purchase of an item, commodity, or service other than those permitted by Galveston County adopted policies.

Smart Data On-Line - Secure internet access to individual card transactions provided by J. P. Morgan Chase or a subsequent bank approved by the Commissioners' Card.

Statement of Account -A monthly statement from the Card Provider of all purchases and credit transactions made by the Cardholder.

Unauthorized Purchase -Purchases that:
- exceed authorized dollar limits;
- are made with Vendors without an approved Merchant Category Code(s) (MCCs); or
- are made for Personal Use or, are otherwise not allowed.

Unauthorized Use - Use of the County P-Card by a person other than the Cardholder.

Vendor -The merchant with whom a Cardholder is making a purchase.

14.3 Eligibility to Participate

In order to participate in the P-Card Program, a Department Head must first agree to abide by all terms and conditions of this Chapter. They must also agree to discipline and, if warranted, terminate and not rehire any Cardholder who intentionally or knowingly uses or permits the use of a P-Card for either an Unauthorized Use or a Personal Use.

14.4 Responsibility & Authority

The Purchasing Agent and each Department Head is responsible for enforcing these guidelines. The Purchasing Agent, P-Card Program Administrator, the County Auditor, and the County Treasurer are responsible for administering these guidelines.

These P-Card Guidelines are intended to be consistent with federal and state rules and regulations. In the event of an inconsistency between these guidelines and federal or state rules and/or regulations, such rules and/or regulations control but only to the extent of the inconsistency.

14.5 Conditions of Use

Each authorized cardholder will be required, prior to the issuance of a P-Card to them, to certify, in writing, that they have read and will follow the P-Card Guidelines.

Cardholders, as a condition of being granted a P-Card agree to:

- ensure their use of the P-Card is used for legitimate Galveston County business purposes only
- Cardholders, before making a purchase using their P-Card, must check the remaining budgeted funds balance for the category in which the purchase will be recorded. If budgeted funds are not available in the expenditure category, the purchase may not be made until a budget amendment is secured;
- ensure that sales tax is not charged at time of purchase;
- ensure that if capital purchases are made using the P-Card that the appropriate Fixed Asset Form code is used and forwarded to the Purchasing Asset Coordinator;
- indicate account number(s) for all purchases charged to the P-Card in the card provider's online system;
- maintain the P-Card in a secure location at all times;
- not allow or permit other individuals to use the P-Card;
- not provide account number or expiration date to other employees except Cardholder's Department Head, the P-Card Administrator, the Purchasing Agent or authorized IT Personnel;
- not provide account number or expiration date to vendors except as necessary to make an authorized purchase;
- adhere to the purchase limits and restrictions of the P-Card;
- ensure the total transaction amount of any single transaction does not exceed authorized limits;
- ensure that split transactions are not utilized to circumvent the daily transaction limit;
- obtain and reconcile all sales slips with register receipts. and/or P-Card slips with card provider's online system;
- submit vendor receipts and approved on-line statement to their Department Head or, if authorized, their Department Coordinator or Department Supervisor in a timely manner;
- on purchases placed by telephone/fax supply a copy of the order blank or a description of order and attach this documentation to the statement;
- attempt to resolve disputes or billing errors directly with the vendor;
- ensure that an appropriate credit for the reported disputed item or billing error appears on a subsequent Cardholder statement;
- immediately report a lost or stolen card to the Card Provider at the 24 hour, 800 number listed on Attachment No.1, Contact Information and in the Appendix;
- immediately notify their Department Head and the P-Card Administrator of a lost or stolen P-Card by telephone with written follow up as soon as is reasonably possible under the circumstances;
- return the P-Card to the P-Card Administrator upon leaving employment with the County upon revocation of authorized usage;
- if a vendor does not accept credit cards, contact the Department Head and the P-Card Administrator for alternate purchasing instructions;
- report erroneous and emergency transactions to their Department Head and the P-Card Administrator during normal business hours; and
- reconcile vendor receipts to the card provider's online statement.

Failure to adhere to any of the above conditions of use will result in the automatic revocation of the P-Card, may subject the Cardholder to disciplinary action up to and including termination and, if warranted by the Galveston County Criminal District Attorney, criminal charges being filed against the Cardholder.

14.6 Duties of Parties Involved

Purchasing Agent:

- performs periodic audits of P-card usage and charges through the use of P-Card software to determine the appropriateness through the use of P-Card software;
- reports non-compliance of rules and regulations relating to usage to appropriate Department Head for disciplinary action;
- monitors usage of each Cardholders usage of P-Cards to determine if a renewal is warranted;
- reviews run reports on a monthly basis to monitor order splitting transactions and supplier purchase history; and
- performs other duties as necessary.

P-Card Administrator:

- acts as liaison with Card Provider;
- utilizes P-Card software from Card Provider as applicable;
- reviews Department approved applications for completeness of required information;
- submits completed application to Card Provider and receives P-Card from Card Provider;
- trains Departmental Management before releasing P-Cards;
- trains Cardholder before releasing P-Card;
- has Cardholder sign Cardholder Agreement (Form PC-CA), signifying acceptance of the terms of the P-Card program and verifying receipt of card;
- helps resolve disputed charges/discrepancies not resolved by Cardholder or Departmental Coordinator;
- promptly initialize procedure to cancel P-card on Card Provider website when requested;
- will review requests and justifications for access to the P-Card software and will ensure that individuals having such access are set up to have review and report capability only.
- obtains Card Provider confirmation of cancellation;
- ensures that lost or stolen cards have been blocked by Card Provider;
- assists Department Heads with erroneous declines and emergency transactions;
- cancels P-Cards as warranted;
- recommends disciplinary action when there has been a violation of a term or condition of this policy by a Cardholder;
- maintains complete records that include requests for new accounts, Cardholder Agreements, records of any lost/stolen cards, records of any replacement cards, special P-Card restrictions and transaction limits, card cancellation requests and card provider confirmations for each P-Card issued; and
- performs other duties as necessary.

County Auditor:

- sets-up and maintains authorized fully qualified expense accounts (Fund, Cost Center, and Object Code) within the financial system and authorized use within the P-card Program;
- audits and documents any policy/procedures violation with regard to P-card use;
- maintains and verifies Object Code dependencies to Fund and Cost Centers in the card provider's online system;
- utilizes card provider's online system to generate electronic audit reports, statements, and other reports as required;
- reconciles Card Provider's bill to Card Provider's electronic file and to the transaction totals posted to County's financial system;
- Accounts Payable Division assembles, reviews, and retains for seven years Cardholder's receipts for audit by internal and external auditors;
- retains copies of transmittals and correspondence with Card Provider, billing statements, and reconciliation of accounting statements;
- monitors statements for inappropriate purchases and sales or use tax charges and, through the Accounts Payable Division forwards a list of discrepancies to the P-Card Administrator to help track and resolve them;
- performs on a monthly basis a detailed review of P-Card clearing account s that do not have a zero balance;

- notifies the Department Head of any card holder who has not approved the P-Card charges in the card provider's online system within two weeks of the statement monthly cut-off date;
- makes periodic audits of card use and charges for appropriateness through use of the card provider's online system for on-line reporting;
- monitors response time for submitting cardholder statement reconciliations, and receipts;
- prepares payment vouchers within 5 days after receipt of the Card Provider bill and processed so that payment will reach Card Provider no later than 30 calendar days after the close of the billing cycle of the previous month; and
- receives, reviews and approves as a claim for payment the individual charge card receipts supporting cardholder charges sent by the cardholders; and
- performs other duties as necessary.

County Treasurer:

- pays Card Provider bill by authorized method (check, wire transfer, etc.) to Card Provider; and
- performs other duties as necessary.

Information Technology - Finance Team:

- maintains interfaces between card provider's online and the County's financial systems;
- monitors and maintains card provider's online system functionality with respect to Galveston County's specific requirements;
- acts as liaison with Card Provider Customer Service and Help Desk;
- provides assistance and support to the P-Card administrator regarding system functionality;
- provides training and support to FSP Departmental personnel.
- troubleshoots and resolves system relate issues; and
- performs other duties as necessary.

Department Head, Department Coordinator, or Department Supervisor:

- reviews and approves employee requests for a P-Card;
- submits P-Card Request Form (Form PC-PCRF) to the P-Card Administrator;
- delegates transaction authority to the Cardholder;
- notifies the P-Card Administrator of Cardholder request(s) to have Card Provider set up a vendor to accept credit cards;
- collects Cardholder original receipts;
- compares vendor receipts to approved card provider's online statements;
- enters account data and card holder approval via On-Line, as designated;
- forwards all Cardholder receipts to the Accounts Payable Department in the County Auditor's Department;
- forwards requests for cancellation of P-Card upon Cardholders' termination, transfer, or loss of P-Card privileges to the P-Card Administrator;
- collects canceled cards from Cardholders and forwards to P-Card Administrator;
- assists Cardholders with erroneous declines and emergency transactions;
- attempts to resolve any disputes with vendor and/or Card Provider not resolved by Cardholder;
- notifies P-Card Administrator in 3 to 5 days of any unresolved disputes, noting the reason for dispute using Form PC-TRD;
- notifies P-Card Administrator of lost or stolen cards; and
- performs other duties as necessary.

14.7 Procedures Overview

- P-Cards will be issued to County employees only.
- County employee's Department Head must approve their employee's request for a P-card.
- The Cardholder's name will be embossed on the P-Card.
- P-Cards are not transferable between individuals or departments.

- Department Heads in departments with several users must assign both a Department Coordinator and a Department Supervisor to act on their behalf.
- Department Heads, and their Department Coordinators, Department Supervisors and Cardholders must adhere to instructions issued by the P-Card Administrator.
- Cardholders must make purchases using only established guidelines and must review their monthly Cardholder statement, on line via card provider's online system.
- Cardholders must match receipts to on-line statement and notifies appropriate Department Head, Department Coordinator or Department Supervisor for purposes of review and approval of on-line transactions.
- Department Supervisor, if appointed, reviews cardholder charges and approves the on-line charge and notifies the Department Coordinator, or Department Head for final approval where required.
- Department Coordinators, if designated, review transactions, ensures account codes are allocated appropriately and forwards receipts to Accounts Payable within seven (7) business days of the close of the card monthly period.
- Department Heads or Department Coordinators must notify the P-Card Administrator of Cardholder terminations immediately to expedite cancellations.
- Card Provider sends consolidated invoice to the County Auditor at the end of monthly billing cycle, which is the 15th of each month or next business day.
- Payment is made by County Treasurer to Card Provider within 30 calendar days after the end of the billing cycle.

14.8 Rules & Regulations

• Obtaining a Procurement Card:

To obtain a County P-Card, the requestor must complete and sign a County P-Card Request Form, (Form PC-PCRF). This form must be approved by the requestor's Department Head and by the P-Card Administrator.

• Cardholder Eligibility:

To be eligible to receive a P-Card criteria:

a. an applicant must be an employee of Galveston County;
b. the P-Card Request Form (Form PC-PCRF) must identify the types of usage and the transaction limits desired;
c. the Department Head, or, if applicable the Department Coordinator or Department Supervisor must approve an applicant's request for a P-Card;
d. the applicant may be required to attend a training session before receiving their P-Card; and
e. the applicant must sign a P-Card Cardholder Agreement (Form PC-CA) prior to receiving their P-Card.

•Cardholder's Personal Credit Unaffected:

The P-Card is a corporate charge card. Use of the P-Card will not affect the Cardholder's personal credit; however, it is the Cardholder's responsibility to ensure that it is used within these policy guidelines. P-Card access will be restricted to meet the authorized purpose approved by the Cardholder's Department Head or, if applicable their Department Coordinator or Department Supervisor.

•Lost, Misplaced or Stolen P-Cards:

Cardholders are required to immediately report their lost or stolen P-Card to Card Provider at the 800-number listed on Attachment No. 1, Contact Information (24 hours a day, 365 days a year). The Cardholder must also immediately notify his/her Department Head and the P-Card Administrator in writing about the lost or stolen card.

•Renewal Process:

Individual cards are originally issued for three (3) years. They are automatically renewed for an additional three (3) year period. Account numbers will remain the same; but Cardholders must call to activate new cards. Cards are sent directly to the P-Card Administrator

•Control of Procurement Card:
Cardholders must safeguard their County P-Card and account number at all times. Cardholders must always treat the P-Card with at least the same level of care as their own personal credit cards. Under no circumstances may a Cardholder allow or permit another person other than their Department Head, the P-Card Administrator, the Purchasing Agent and authorized IT personnel access to their card or to the card account number and/or expiration date. If this regulation is violated, the P-Card will be automatically revoked and disciplinary action up to and including termination, and, if determined necessary by the Criminal District Attorney, criminal action will be taken. In addition, the P-Card must be immediately surrendered to the P-Card Administrator.

Department Heads, Department Supervisors, and Department Coordinators who are aware of or who allow unauthorized practices by Cardholders under their supervision are also subject to similar disciplinary actions.

• System Security and Password Requirements:
Individuals, with access to the Card Provider online system are required to change their passwords every 90 days. System Administrators are required to change passwords every thirty days.

Failure to change passwords will result in access to the software system being denied. If access to a P-Card has expired, contact the P-Card Administrator.

• Authorized Purchases/Failure to Comply:
P-Card usage is restricted to those authorized purchases previously approved by the Purchasing Department official and appropriate Department Head. Purchases that exceed the authority approved on the P-Card Request Form (Form PC-PCIU) are not authorized. Cardholders may use their P-Card in lieu of requisitioning purchase orders for authorized purchases. Although not every Cardholder has the same privileges, authorized purchases may include: travel, meals, fuel and the purchase or rental of hardware, tools, equipment, replacement parts, materials, and office supplies. Dollar purchase limits will also be detailed in the approved P-Card application form.

Failure to comply with Department Head authorization or these program guidelines will result in immediate and permanent revocation of the P-card, notification of the unauthorized purchase to the Cardholder's Department Head and disciplinary measures up to and including immediate termination of employment. Unauthorized purchases will also be reported to the Galveston County Criminal District Attorney.

• Unauthorized Purchases:
P-Cards are not to be used for any product or service not authorized by this policy for County use. Unauthorized purchases include, but are not limited to:

a. items for personal use;
b. a single transaction that exceeds the approved limit;
c. multiple transactions per day with the same vendor that in total exceed the approved transaction limit; and/or
d. alcoholic beverages.

The Purchasing Agent has the sole authority to permit the purchase of any item through the use of a P-Card at such times as he/she determines is necessary. All authorizations that override an unauthorized purchase will be reduced to writing as soon as is reasonably practicable under the circumstances.

• Disputes or Fraudulent Charges:
If goods purchased with the P-Card are found to be defective, or if information for any item charged is incorrect, the Cardholder has the responsibility to return the item for credit or to decline approval of the purchase. In the event the Cardholder returns the item, he/she is to either secure a credit or a replacement item. If a Vendor refuses to credit, replace, repair, adjust charges or correct such defective goods the purchase of the item shall be considered to be in dispute.

If services rendered are unsatisfactory, the Cardholder has the responsibility to decline approval of payment for such services unless and until such services have become satisfactory or otherwise acceptable. If a Vendor refuses to improve their services, the purported tender of the services will be considered in dispute.

Vendors will issue all credits to the individual P-Card account for any item they have agreed to accept for return or for any bill for any service they have subsequently decided to withdraw. This credit will appear on a sub sequent statement.

Under no circumstances may a Cardholder accept cash in lieu of a credit to the P-Card account.

Purchases questioned by the P-Card Administrator or the County Auditor will be considered to be in dispute.

Fraudulent charges appearing on a Cardholder's account are also considered to be in dispute.

• **Reconcilement and Payment:**
From the software provided on a monthly basis by the Card Provider, each Cardholder will access a statement of charges. Similarly, on a monthly basis, the Card Provider will provide the County Auditor with a billing statement of all charges made by Cardholders. Unquestioned purchases will be approved by the County Auditor and paid by the County Treasurer within the required time frame. Questioned purchases will be considered to be in dispute.

• **Cardholder Status Change/Revocation Account:**
The P-Card Administrator will close or revoke an account if:

a. is requested by a Department Head to close an account for any reason or for no reason;
b. a Cardholder transfers to a different department, moves to a new job, is fired, or otherwise terminates employment;
c. the P-Card is used for a personal or unauthorized purchase, including unauthorized purchases described above;
d. the P-Card is used to purchase alcoholic beverages or any substance, material, or service, which violates County policy or any state or federal law or regulation;
e. the Cardholder authorizes, allows, permits or otherwise suffers the P-Card to be used by another individual for any reason;
f. the Cardholder splits a purchase to circumvent the limitations of the P-Card;
g. the Cardholder uses another Cardholder's card to circumvent the purchase limit assigned to either the Cardholder or to the limitations of the P-Card;
h. the Cardholder fails on a timely basis to provide required receipts to the individual to whom such receipts are to be provided;
i. the Cardholder fails to provide, when requested, information about any specific purchase;
j. the Cardholder does not adhere to all of the P-Card policies and procedures;
k. failure to properly safeguard a P-Card; or
l. any other reason deemed necessary by the Purchasing Agent or the P-Card Administrator.

Upon revocation of a P-Card, the P-Card Administrator will notify both the Department Head and the Cardholder of such revocation. Cardholders whose authorization to use a P-Card has been revoked must immediately surrender their P-Card to the P-Card Administrator.

In addition to closing the account, the Cardholder may be subject to disciplinary action up to and including termination. Restitution will be sought for any unauthorized purchase.

• **Authorized Purchases/Failure to Comply:**
P-Card usage is restricted to those authorized purchases previously approved by the Purchasing Department official and appropriate Department Head. Purchases that exceed the authority approved on the P-Card Request Form (Form PC-PCIU) are not authorized. Cardholders may use their P-Card in lieu of requisitioning purchase orders for authorized purchases. Although not every Cardholder has

the same privileges, authorized purchases may include: travel, meals, fuel and the purchase or rental of hardware, tools, equipment, replacement parts, materials, and office supplies. Dollar purchase limits will also be detailed in the approved P-Card application form.

Failure to comply with Department Head authorization or these program guidelines will result in immediate and permanent revocation of the P-card, notification of the unauthorized purchase to the Cardholder's Department Head and disciplinary measures up to and including immediate termination of employment. Unauthorized purchases will also be reported to the Galveston County Criminal District Attorney.

- **Unauthorized Purchases:**
  P-Cards are not to be used for any product or service not authorized by this policy for Galveston County use.
  Unauthorized purchases include, but are not limited to:
  a. items for personal use;
  b. a single transaction that exceeds the approved limit;
  c. multiple transactions per day with the same vendor that in total exceed the approved transaction limit;
  d. alcoholic beverages;

The Purchasing Agent has the sole authority to permit the purchase of any item through the use of a P-Card at such times as he/she determines is necessary. All authorizations that override an unauthorized purchase will be reduced to writing as soon as is reasonably practicable under the circumstances.

- **Disputes or Fraudulent Charges:**
  If goods purchased with the P-Card are found to be defective, or if information for any item charged is incorrect, the Cardholder has the responsibility to return the item for credit or to decline approval of the purchase. In the event the Cardholder returns the item, he/she is to either secure a credit or a replacement item. If a Vendor refuses to credit, replace, repair, adjust charges or correct such defective goods the purchase of the item shall be considered to be in dispute.

If services rendered are unsatisfactory, the Cardholder has the responsibility to decline approval of payment for such services unless and until such services have become satisfactory or otherwise acceptable. If a Vendor refuses to improve their services, the purported tender of the services will be considered in dispute.

Vendors will issue all credits to the individual P-Card account for any item they have agreed to accept for return or for any bill for any service they have subsequently decided to withdraw. This credit will appear on a sub sequent statement.

<u>Under no circumstances may a Cardholder accept cash in lieu of a credit to the P-Card account.</u>

Purchases questioned by the P-Card Administrator or the County Auditor will be considered to be in dispute.

Fraudulent charges appearing on a Cardholder's account are also considered to be in dispute.

- **Reconcilement and Payment:**
  From the software provided on a monthly basis by the Card Provider, each Cardholder will access a statement of charges. Similarly, on a monthly basis, the Card Provider will provide the County Auditor with a billing statement of all charges made by Cardholders. Unquestioned purchases will be approved by the County Auditor and paid by the County Treasurer within the required time frame. Questioned purchases will be considered to be in dispute.

- **Cardholder Status Change/Revocation Account:**
  The P-Card Administrator will close or revoke an account if:

a. is requested by a Department Head to close an account for any reason or for no reason;
b. a Cardholder transfers to a different department, moves to a new job, is fired, or otherwise terminates employment;
c. the P-Card is used for a personal or unauthorized purchase, including unauthorized purchases described above;
d. the P-Card is used to purchase alcoholic beverages or any substance, material, or service, which violates County policy or any state or federal law or regulation;
e. the Cardholder authorizes, allows, permits or otherwise suffers the P-Card to be used by another individual for any reason;
f. the Cardholder splits a purchase to circumvent the limitations of the P-Card;
g. the Cardholder uses another Cardholder's card to circumvent the purchase limit assigned to either the Cardholder or to the limitations of the P-Card;
h. the Cardholder fails on a timely basis to provide required receipts to the individual to whom such receipts are to be provided;
i. the Cardholder fails to provide, when requested , information about any specific purchase; the Cardholder does not adhere to all of the P-Card policies and procedures;
k. failure to properly safeguard a P-Card; or
l. any other reason deemed necessary by the Purchasing Agent or the P-Card Administrator.

Upon revocation of a P-Card, the P-Card Administrator will notify both the Department Head and the Cardholder of such revocation. Cardholders whose authorization to use a P-Card has been revoked must immediately surrender their P-Card to the P-Card Administrator.

In addition to closing the account, the Cardholder may be subject to disciplinary action up to and including termination. Restitution will be sought for any unauthorized purchases.

Card Provider Telephone Number to be used in the event of a loss of stolen P-Card: 1-800-890-0669

APPENDICES

Appendix No. 1. **Forms and Attachments:**

Form PEID	Person-Entity Identification Data
Form W-9	Request for Taxpayer Identification Number and Certification
Form PC-ASF	P-Card Access Security Form
Form PC-PCRF	P-Card Request Form
Form PC-CA	P-Card Card Holder Agreement
Form PC-ESF	P-Card Employee Security Form
Form FA-02	Asset Transfer Report for Fixed Assets Other Than Information Technology Equipment
Form FA-03	Asset Disposal Report
Form FA-04	Verification of Asset Custody by Department

Appendix No. 2 **Travel Policy of Galveston County, effective January 1, 2018**

Appendix No. 3 **Travel Expense Reimbursement Procedure, effective January 1, 2018**

County of Galveston
Purchasing Agent

Galveston County Purchasing Policies and Procedures Manual

Rev. 3.0
(Effective March 7, 2018)

Appendix No. 1. Forms and Attachments:

Form PEID	**Person-Entity Identification Data**
Form W-9	**Request for Taxpayer Identification Number and Certification**
Form PC-ASF	**P-Card Access Security Form**
Form PC-PCRF	**P-Card Request Form**
Form PC-CA	**P-Card Card Holder Agreement**
Form PC-ESF	**P-Card Employee Security Form**
Form FA-02	**Asset Transfer Report for Fixed Assets Other Than Information Technology Equipment**
Form FA-03	**Asset Disposal Report**
Form FA-04	**Verification of Asset Custody by Department**

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. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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 FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 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 on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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-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), 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.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. 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?* on page 2 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).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the 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 trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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 his or her 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 his or her 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 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include 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 Part II instructions on page 3 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 under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 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 no longer are 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **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. 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 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** 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.

d. **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. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity 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, "Business name/disregarded entity name." 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, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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 in 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 possession, 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 possession

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

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 Income, 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) written or printed 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 possession, 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.

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 individual taxpayer identification number (ITIN). Enter it in the social security number box. 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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 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 1-800-772-1213. 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/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "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, generally you will 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.

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. 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]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (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 and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. 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.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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 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 credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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 possessions for use in administering their laws. The information also may 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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

FORM PC-ASF

Galveston County

P-CARD
ACCESS SECURITY FORM

Department # _____ Department Name: _____

Request Type: (check one) Add/New ☐ Delete ☐ Change ☐

Available Access

(Check which access is requested)

- ☐ Cardholder Write
- ☐ Cardholder Read/Inquiry
- ☐ Account Coordinator
- ☐ Supervisor/Department Head

FOR FSP USE ONLY

- ☐ Purchasing Buyer
- ☐ Accounts Pay able
- ☐ Auditor Extract
- ☐ Auditor Read and Maintain Account
- ☐ FSP Read/Inquiry
- ☐ P-Card Administrator

List user-names to grant the above access (as per attached **Employee Security Form**)

Department Head Authorization: _____ Date: _____

If access is requested for accounts out of direct departmental control, attach a letter, signed by the official, detailing the accounts being requested and state the reason for the request.

FORM PC-PCRF

Galveston County

GALVESTON COUNTY P-CARD REQUEST FORM
Accounting & Card Information Record

TYPE OF REQUEST

☐ Add/New Account ☐ Delete Account ☐ Change ☐ Lost/Stolen Card

ACCOUNT INFORMATION

Name: _____

Default Account Code: _____

Department Number/Name: _____

Work Number: _____

Work Location (facility): _____

Last four (4) digits of your social security number: _____

E-mail address: _____

Monthly Credit Limit: _____

Single Credit Limit: _____

Cash Withdrawal ☐ Yes ☐ No Cash Limit: _____
Requires approval by Purchasing Agent and Commissioners' Court

AUTHORIZATION

Employee Name (print)	**Employee Signature**	**Date**
Department Head Name (print)	**Department Head Signature**	**Date**
P-Card Administrators Name (print)	**P-Card Administrator Signature**	**Date**

INSTRUCTIONS ON HOW TO COMPLETE FORM

NEW ACCOUNT

1. Indicate "New Account" under type of request
2. Complete Account Information and obtain Authorization signatures
3. Indicate Account Coordinator's Name: _____
4. Return to Purchasing

ACCOUNT CLOSURE

1. Indicate "Account Closure" under type of request
2. Last 4 digits of Account # _____
3. Employee and/or Manager print and sign name under Authorization
4. Return to Purchasing

FORM PC-CA

Galveston County

GALVESTON COUNTY P-CARD
CARDHOLDER AGREEMENT

I, _____, verify that I have received a Galveston County Procurement Card (P-Card). I also verify that I have received a copy of the P-Card program guidelines and procedures.

I understand that I have been designated to make charges against a Galveston County P-Card for which a card has been issued in my name. I further understand that under NO circumstances am I allowed to permit another individual to use my card by physically giving them the P-Card or giving them the number. I agree to use the P-Card in accordance with the guidelines and provisions as outlined in the P-Card Policy and Procedures section of the Purchasing Agent Policy and Procedure Manual and to only make purchases on the P-card for legitimate business purposes and for the sole benefit of Galveston County.

I am aware that violations of the requirements and/or failure to follow the guidelines and procedures as outline in the P-Card Policy and Procedure section of the Purchasing Agent Policy and Procedure Manual may result in revocation of use, privileges, and/or disciplinary action up to and including termination of employment. I am also aware that if it is deemed that I have used the P-Card inappropriately, I will be required to reimburse Galveston County for all costs associated with such improper use.

Cardholder Signature: _____ Date: _____

Witness: _____ Date: _____

FORM PC-ESF

Galveston County

P-CARD
EMPLOYEE SECURITY FORM

Department # _____ Requested Date of Change _____

Employee Name	Network User-name	Title	Phone Number	Security Class	Modification Description

Department Head Authorization: _____ Date: _____

Internal Use:

Change Date: _____ Changed by: _____

Department notification date: _____ Notified by: ☐ E-mail ☐ Voice-mail ☐ Direct

***Shaded areas for internal use only.

ASSET TRANSFER REQUEST

Date: _____

To: **Purchasing Department, Fixed Asset Property Manager**

From: _____ **Department/ Division:** _____
(Authorized Asset Custodian Signature) (Print Name)

RE: **Please amend the inventory to reflect the following change(s) due to TRANSFER**

Transfer _____ Unit # _____ Description _____ SerialVIN _____
(FAID#, last 5 digits) (last 5 digits)

From _____ Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)

To _____ Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)

Reason for Transfer _____

Transfer _____ Unit # _____ Description _____ SerialVIN _____
(FAID#, last 5 digits) (last 5 digits)

From _____ Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)

To _____ Location _____
(Department/Division Name) (Building, Floor, Suite or Room No)

Reason for Transfer _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

_____ _____
Date Form Processed Fixed Asset Property Manager

w:/Fixed Assets/FA Forms/FA-02,Transfer
revised 03/18/2013

ASSET DISPOSAL REPORT

DATE:_____

To: Purchasing Department, Attention: Fixed Asset Property Manager

From:_____
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:_____
FAID No.

Reason for disposal:_____

Serial No./VIN #:_____

From:_____ Location:_____
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

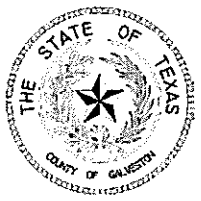
PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

_____ Date Form Processed

_____ Fixed Asset Property Manager

Form No. FA-03



VERIFICATION
OF
ASSET CUSTODY REPORT by DEPARTMENT

The inventory of assets in the Galveston County Department listed below was conducted in accordance with Section II – D of the Galveston County Asset Policy Manual. The original report, with any noted discrepancy, and appropriate documentation as necessary, is verified as accurate. The Asset Custodian who signs below accepts full responsibility for inventoried assets assigned to this department.

_____
Department No./Department Name

_____
Authorized Signature of Department Asset Custodian on File

_____
Date

PURCHASNG DEPARTMENT USE ONLY

_____
Date Form Received

_____
Fixed Asset/Property Manager

- ☐ Verified as Reported/No Discrepancies
- ☐ Discrepancy Noted with appropriate documentation attached
- ☐ Discrepancy Noted/ No Documentation Attached
- ☐ Adjustment pending / RE:_____
- ☐ Adjusted inventory records in FA Module as of _____
  Date of Action

Form No. FA-04

County of Galveston
Purchasing Agent

Galveston County Purchasing Policies and Procedures Manual

Rev. 3.0
(Effective March 7, 2018)

Appendix No. 2 **Travel Policy of Galveston County, effective January 1, 2018**

Travel Policy

	Accounting for Expenditures	
Effective Date: 01/01/2018	Last Revision: 11/27/2017	Page 1 of 4

1.0 Purpose

Commissioners Court recognizes that expenditure of public funds for travel is necessary to conduct county business. This policy establishes appropriate requirements, limitations and guidelines for county employee business travel. The purpose of this policy is to:

- Establish the appropriate use, and limitations on use, of public funds for travel by employees
- Ensure travel expenses of employees are for legitimate, reasonable business travel
- Provide an expectation to employees to be conscientious of their use of public funds for travel
- Require accountability for the use of public funds by county employees and officials

2.0 Authority

Upon adoption of this policy by Commissioners Court, the County Auditor shall be responsible for the implementation and interpretation of this policy, as well as enforcement of the policy, in accordance with Local Government Code 112.002, 112.006 and 112.007.

The County Auditor shall issue, maintain and update any procedure, control and form needed to ensure compliance with this policy.

The County Auditor shall notify Commissioners Court whenever a change occurs in the optional standard mileage rate set by the IRS and the standard per diem rate set by the GSA.

3.0 Scope

This policy applies to all employees whose travel expenses are paid from public funds controlled by the county or county officials.

Travel expenses for persons not covered by this policy and travel parameters should be established and approved by Commissioners Court before the expense is incurred on a case by case basis.

Lobbying: Commissioners Court (or its duly appointed designee) will present official county policy and the county stance on legislative bills and issues to the Texas and U.S. Legislature. Unless specifically authorized by Commissioners Court, no other county official or employee is to expend public funds to communicate directly with a legislator or a member of their office staff in support of or in opposition to official county policy. Any county official or employee who chooses to meet with, discuss or otherwise attempt to influence legislative issues must do so at their own expense and in their individual or elected capacity, not as a representative of Galveston County.

4.0 Definitions

County Business

Business travel for the purpose of conducting official authorized county business or professional/educational travel to attend meetings, conferences and training programs for professional growth and development as well as for the mutual benefit of the county.

Employee
Elected officials, appointed officials and paid employees of Galveston County. This policy does not cover travel expenditures of volunteers, consultants or other person(s) representing the county.

5.0 General Policy Provisions

Qualifying travel expenses will be paid or reimbursed for an employee traveling on official county business, provided the employee keeps and submits invoices, receipts and all other required documentation for those expenses as specified in the *Accounts Payable Policy.*

All expenses must be reasonable, necessary and have a valid business purpose.

Travel expenses are not allowed for two or more county employees on the same receipt. Each employee must pay for their own travel expenses. The reason for each paying for their own expense is due to Freedom of Information Act (FOIA) requests. Exceptions can be made by the County Auditor, if necessary.

Duplicate travel expense payments or reimbursements are prohibited. This would include payment or reimbursement of the same expense by both the county and an outside party or paying an expense by procurement card (P-Card) and submitting a reimbursement for the same expense.

If travel expenses are being paid by another source, the employee may claim reimbursement for any travel expense allowed under this policy that is **not** reimbursed by the other source, with proper documentation.

Travel expenses paid from grant funds may have specific requirements. For grant-paid travel, consult with the County Auditor prior to travel. If the travel expenses allowed by this policy are greater than the grant reimbursement, the additional expenses not covered by the grant may be submitted for reimbursement, providing there are funds available in that employee's departmental budget.

Travel outside of the continental United States is prohibited without prior approval of Commissioners Court at least 45 days before the departure date of the trip.

Employees may, on occasion, combine personal and county travel on the same trip provided there is no additional cost to the county; personal travel is not reimbursed. An exception is allowed when an employee is to receive an award and a family member has been expressly invited to attend the ceremony by the awarding organization. The invitation must be submitted with the travel documents.

If an employee is combining personal and business travel, the county will only pay or reimburse expenses for the business travel portion of the trip. There should be no additional cost to the county for the personal travel. If there is any personal travel involved in a business trip, the employee shall seek the opinion of the County Auditor if there is any doubt as to the estimated cut off between personal and business travel.

If a county vehicle is used for transportation, the employee must follow all other applicable county policies and procedures.

6.0 General Travel Guidelines

When evaluating travel costs, it is important to consider employee costs. Savings from inexpensive travel can be more than offset by excessive travel time that keeps the employee away from normal county duties. Saving a few dollars on an airline ticket is not warranted if the employee must leave a day early and the cost of time away from the job exceeds the airline ticket savings.

Travel which is out-of-county and **does not include an overnight stay** is considered to be day travel and reimbursable for mileage, parking and tolls. Per IRS Publication 5137, meal expenses incurred during day travel are considered taxable fringe benefits and reimbursed through payroll for the exact cost of the meal in gross pay before payroll taxes and withholdings are deducted. The county shall report fringe benefits as income on the employee's W-2.

Travel which is out-of-county and **includes an overnight stay** is eligible for hotel and other travel reimbursement identified in this policy and the *Travel Expense Reimbursement Procedure.* Meal expenses incurred during overnight travel can be paid for by a p-card or reimbursed on a per diem basis. If a p-card is used, meal expenses may not exceed the per diem daily rate.

The County Auditor shall establish deadlines for submitting travel documentation. Employees submitting documents after the established deadline risk being held personally liable for the expenses.

Travel should be scheduled well in advance, when possible, in order to take advantage of lower rates. Galveston County is a tax exempt entity. When traveling, employees should avoid incurring sales tax.

All records for travel and training using public funds are open to inspection under the Texas Open Records Act, unless otherwise prohibited by law.

7.0 County Official and Department Head Responsibility

County officials and department heads are responsible for ensuring travel expenditures are valid and appropriate.

County officials and department heads should ensure budgeted travel funds are available before authorizing travel for an employee. If travel is authorized without budgeted funds available, the official or department head may be held personally liable for the expenses and responsible for reimbursing the county for any amount not budgeted.

County officials and department heads should send the fewest number of individuals required to a seminar, conference or meeting, taking into consideration department objectives or needs.

If there are any questions regarding this policy or there are unusual circumstances involved, the county official or department head should seek the County Auditor's opinion prior to travel.

Any exceptions to this policy must be approved by Commissioners Court prior to expenditure of public funds for travel.

8.0 Employee Responsibility

Employees should use good judgment and be conscientious of their use of public funds for travel. An employee on official county business should exercise the same care in incurring expenses and accomplishing official county business that a prudent person would exercise if traveling for personal business. Excess costs, indirect routes, delays or luxury accommodations unnecessary or unjustified in the performance of official county business are not considered as exercising prudence.

In accordance with this county policy and the procedures established by the County Auditor, employees traveling on official county business will be paid or reimbursed for reasonable expenses incurred if travel funds have been budgeted and are available.

Employees traveling on official county business must submit all required or requested receipts for audit and reimbursement or risk being held personally liable for their travel expenses.

Employees are personally responsible for any expense not allowed under this policy. If the disallowed expense has been charged on a county procurement card, the employee shall promptly reimburse the county for that charge in a timely manner in accordance with the *Galveston County Purchasing Card (P-Card) Program Policy and Procedures Manual.*

Any employee found to be submitting false travel claims is subject to disciplinary action, up to and including termination and possible prosecution.

Reasonable accommodation requests needed under the Americans with Disabilities Act should be coordinated with travel, transportation, lodging, meals and conference officials, as necessary, to comply with the needs of the employee.

County of Galveston
Purchasing Agent

Galveston County Purchasing Policies and Procedures Manual

Rev. 3.0
(Effective March 7, 2018)

Appendix No. 3 **Travel Expense Reimbursement Procedure, effective January 1, 2018**

Travel Expense Reimbursement Procedure

		Accounting for Expenditures
Effective Date: 01/01/2018	Last Revision: 11/27/2017	Page 1 of 12

1.0 Purpose

The purpose of this procedure is to provide the appropriate guidelines for county employees when requesting reimbursement for expenses incurred and to provide clarification of reimbursable expenses versus non-reimbursable expenses.

2.0 Authority

Upon adoption of this policy by Commissioners Court, the County Auditor and Office of County Auditor staff shall be responsible for the implementation and interpretation of this procedure, as well as enforcement of the procedure when determining reimbursement of employee expenses.

The County Auditor shall issue, maintain and update any procedure, control and form needed to ensure compliance with this procedure.

County officials, department heads and employees shall follow this procedure when requesting reimbursement of travel expenses.

3.0 Definitions

Business Meal

A meal expense incurred by an employee for the employee and another person. The other person may be an employee or an outside person. The meal has to be incurred in conjunction with a business purpose related to county business. Business meals are **not** considered travel meals.

Travel Meal

A meal expense incurred by an employee for travel purposes. There are two types of travel meals:

- Day Travel Meal – a meal expense for any travel that **does not include** an overnight stay. The cost of day travel meals are paid through payroll and require employment taxes and withholdings to be taken from the reimbursement.
- Overnight Travel Meal – a meal expense for any travel that **does include** an overnight stay. The cost of overnight travel meals are reimbursed by per diem allowances, unless paid for by a county procurement card (P-Card). If a P-Card is used, meal expenses may not exceed the daily per diem rate.

Per Diem Allowance

A fixed daily rate set by the Governmental Services Administration (GSA) paid in lieu of actual expenses for meals.

4.0 Procedure

4.1 Request for Reimbursement

Employees traveling on official county business must complete and submit the Galveston County Expense Report (Form 1.0) or Detail of Mileage Claims Form (Form 3.0) and all required or requested receipts in accordance with the *Accounts Payable Policy.* Expenses paid for by a county procurement card and travel advances must be accounted for and included on the Galveston County Expense Report. All expense reimbursements and support

documentation must be submitted to the Office of County Auditor with a county purchase order number within 30 days of returning from travel.

4.2 Procurement Card Expenditures for Travel Reservations

When using a county procurement card, travel expenses, including conference/training, hotel, flight reservations, etc., charged on the procurement card must be submitted to the Office of County Auditor in accordance with the *Galveston County Purchasing Card (P-Card) Program Policy and Procedures Manual.* The County Auditor shall determine if there are sufficient budgeted funds available; if there is not sufficient funding, the County Auditor will notify the department. The county official or department head may be held liable for any travel without sufficient budgeted funding.

4.3 Transportation Expenses

4.3.1 Air Fare

Air travel is acceptable when 1.) travel by car is longer than three hours or 2.) air travel is cheaper than travel by car.

Flights must be booked, whenever possible, at least one month in advance to take advantage of early booking discounts.

Air travel should be scheduled to allow for the most economical fares; this shall not require an employee to travel after 10:00 PM.

It is acceptable to travel a day early in order to receive a discounted air fare; however, the savings in air fare should exceed any additional hotel, meal and incidental expenses incurred due to early travel.

Employees are required to travel by economy class or coach class, unless there are documented extenuating circumstances. Documentation must be submitted with the Galveston County Expense Report.

The county will pay reasonable fees for luggage or other expenses when traveling by air.

Any compensation received from the airline for moving flights or other flight issues is to be paid to the county.

4.3.2 Auto Rental

Rental vehicles may be an authorized expense if determined by the county official or department head as necessary.

Employees should not purchase or agree to rental car insurance. Galveston County insurance provides vehicle insurance for all employees on travel status; rental car insurance will not be reimbursed and employees will be held responsible for any purchase of rental car insurance.

The employee should minimize the cost of fuel when renting a vehicle, taking into account the rental car company policy.

4.3.3 Use of Personal Vehicle for Travel or Business Purposes

When an employee provides their own transportation, the county will pay the current IRS business mileage rate to calculate the costs of operating a vehicle for business purposes, including travel for business purposes.

Miles claimed must be reasonable in relation to the location visited.

No other automobile expense will be paid for use of a personal vehicle other than the current mileage rate established by the IRS for business mileage and adopted by Commissioners Court.

The County Auditor shall notify Commissioners Court and publish the IRS business mileage rate each year by January 1 on the county website.

Mileage is paid based on IRS rules as detailed in *IRS Publication 463: Travel, Entertainment, Gift and Car Expenses.* Mileage should be calculated on an exact mileage basis or using Google maps. Details are summarized below with definitions of each location.

If the employee is receiving an auto allowance, mileage will only be reimbursed for travel beyond the contiguous counties of Galveston, Brazoria, Harris and Chambers.

If an employee uses a personal vehicle for travel for county business, the rules on the following table apply:

	From Your Home	From Your Primary Work Location	From A Temporary Work Location
To Your Home		No mileage allowed	Mileage allowed
To Your Primary Work Location	No mileage allowed		Mileage allowed
To A Temporary Work Location	Mileage allowed	Mileage allowed	Mileage allowed to a second temporary location

Home Location: The place where you reside. Transportation expenses between your home and your principal place of work are personal commuting expenses and are not reimbursed.
Primary Work Location: This is your principal place of work.
Temporary Work Location: This is for personal vehicle miles driven going from home or one work location to another in the course of your business day, such as a business meeting or luncheon, training or travel to the airport. Payment for mileage to move between temporary work locations is at the discretion of the county official or department head.

If traveling, incidental miles driven at the destination may be submitted for payment with other travel miles upon return. Incidental miles should be reasonable.

Personal vehicle travel on official county business will be reimbursed at the lower of 1.) the most appropriate airline rate plus the cost of a rental car or 2.) the calculated cost for total business miles driven. Cost analysis is to be performed by the employee and approved by the elected official or department head.

If two or more employees are traveling in the same private vehicle, only one mileage allowance will be paid or reimbursed.

At times, more than one vehicle may be required for traveling for official county business. The reasonableness of additional mileage allowances is to be considered by the elected official/department head for reimbursement.

In addition to mileage reimbursement, the county will reimburse parking and tolls incurred in the course of traveling for official county business with proper support documentation.

If the employee is *only* claiming mileage from use of a personal vehicle, the Detail of Mileage Claims Form shall be completed and submitted with proper support documentation.

If mileage is in occurrence with other expenses, such as air fare, hotel, meals, etc., the Galveston County Expense Report shall be used.

4.3.4 Other Transportation

Taxi, shuttle or other transportation may be an authorized expense when necessary as determined by the county official or department head. Reimbursement of reasonable expenses is allowed with proper support documentation.

4.4 Lodging

The actual cost of lodging, including hotel taxes, will be paid or reimbursed for a traveling employee on official county business. It is encouraged, when possible, to make hotel reservations using a county procurement card.

Accommodations should be the most reasonable available at the time of the stay. The employee should always seek any discounts available, including requesting government rates.

An employee may stay at the home of a friend or family, but there will be no payment or reimbursement for lodging.

The county will only pay or reimburse the single person cost of the lodging for the employee if there is only one employee staying in the room. If there are two or more employees staying in the room, the cost of the room should be paid by one employee and not allocated. If the expenses need to be allocated, the County Auditor will perform the allocation. If there is a cost for a non-employee lodger staying in the room with an employee, the county will only reimburse or pay the single room rate.

The county will not pay or reimburse the employee for additional lodging not considered a part of the business trip (i.e., personal trip or vacation).

If an employee has an emergency requiring a change in the length of the stay, any additional charges incurred, within reason, are allowable for payment or reimbursement.

4.5 Travel Meals and Incidentals

Travel meals and incidentals will be reimbursed based on a per diem basis for overnight travel, unless paid for by a P-Card not to exceed the per diem daily rate, and an actual basis for day travel. Per diem rates are set annually by the General Services Administration (GSA) and are presented to Commissioners Court for adoption annually.

Travel meals may be paid or reimbursed for each day the employee is on travel status.

Meals will not be paid or reimbursed for travel if the travel meal was purchased within Galveston County.

A travel meal purchased by the employee for friends, family, other employees or county officials will not be paid or reimbursed.

Travel meals provided by a third party will not be paid or reimbursed.

Travel meals at professional meetings billed separately from the registration will be paid or reimbursed.

The county will pay or reimburse travel meals for only the employee with the exception of inmate transport. A meal may be provided to an employee if the inmate requires a meal while being transported, even if the employee is in Galveston County. The employee's meal will not be subject to payroll taxation. Both meals will be paid or reimbursed.

4.5.1 Day Travel Meals

Day travel meals will be reimbursed based on actual expenses, not per diem rates. Employees shall avoid sales tax as Galveston County is a tax exempt entity. An itemized receipt must be submitted as support to the Galveston County Expense Report to be reimbursed for day travel meals and incidentals.

Incidentals include tips and should be itemized when submitted. Tips will be paid or reimbursed at a maximum of 20%; tips at fast food establishments are not reimbursed.

Only one employee per receipt can be submitted. The Galveston County Expense Report and itemized meal receipts shall be submitted with the employee's payroll, approved by the county official or department head and County Auditor, to be reimbursed for day travel meals outside of Galveston County.

Per IRS Publication 5137, the cost for meals incurred while attending an event **not requiring an overnight stay** is considered taxable income. Employees will be reimbursed through payroll for the exact cost of their meal in gross pay before payroll taxes and withholdings are deducted.

4.5.2 Overnight Travel Meals

Employee meals will be reimbursed on a per diem basis for meals and incidentals during overnight travel unless meals are paid for by a county procurement card. If so, activity on the P-Card cannot exceed the per diem daily rate. Incidentals include all taxes and tips related to travel. The county per diem rate is $45 per day ($10 – breakfast, $13 – lunch, $22 – dinner). If approved by the County Auditor, the rate set by the GSA may be applied instead of the county's set rate.

The per diem meal allowance for the specified meal provided will not be paid or reimbursed to employees when meals are provided by a third party or conference, unless there is a medical reason for not accepting the provided meal.

The per diem meal allowance for the first and last day of travel will be prorated according to time of travel. For example, if travel starts after 10:00 AM, $10 for breakfast shall be deducted from the $45 per diem rate. Meals will not be paid for the first day of a trip when an employee departs after 7:00 PM.

The County Auditor shall notify Commissioners Court of the GSA per diem allowable rate each year by January 1 and publish the county adopted per diem rate on the county website.

Receipts are not required for per diem meals and incidentals unless expenditure is under a grant project. Grant travel expenditures require submission of actual receipts.

Room service charged to the hotel room is not allowed and will not be reimbursed.

4.6 Business Meals

Business meals are not considered travel meals and will be reimbursed for actual meal costs; not on a per diem basis. Any employee found to be submitting duplicate requests for reimbursement for business meals via per diem and actual meal costs is subject to disciplinary action, up to and including termination and possible prosecution.

Business meals may take place locally or while traveling on official county business. Business meals where official county business is conducted will be reimbursed upon presentation of the following required documentation:

- Galveston County Expense Report
- An itemized/detailed receipt
- Legible documentation identifying the persons attending with their associated title or affiliation and an explanation of the county business conducted. Lack of a clear business purpose will result in the request being returned and/or denied.

Alcoholic beverages including related tax and tip will **not** be reimbursed. Reasonable tips not exceeding 20% on business meals will be reimbursed.

4.7 Miscellaneous Expenses

4.7.1 Reimbursable Miscellaneous Expenses

Miscellaneous expenses while traveling that will be paid or reimbursed include:

- Internet connectivity charges for county-provided equipment.
- Charges for business-related telephone calls. This does not include charges for use of a personal cell phone, even if the call is for business.
- Excess baggage charges will be paid or reimbursed only when transporting county materials.
- Reasonable laundry service charges necessary due to travel exceeding one week.
- Tolls and parking fees.
- Valet parking, if this is the only or cheapest parking option offered by the hotel or conference, support documentation of parking rates must be provided.

Parking expense is permitted and reimbursable with proper documentation. If the toll/parking cost is $6.00 or less for the entire trip, no receipt is required. If more than $6.00, a receipt will be required for reimbursement; however, if a receipt is not given, such as a parking meter, a written explanation as to such must be provided.

4.7.2 Non-Reimbursable Miscellaneous Expenses

Miscellaneous expenses while traveling that will not be paid or reimbursed include:

- Alcoholic beverages including related tax and tip
- Pet care expenses
- Personal travel insurance
- Early Bird Check In flight fees
- Insurance coverage for privately owned vehicles
- Expenses for the repairs of privately owned vehicles
- Interest charges levied on overdue invoices or credit card statements
- Personal expenses, such as barbers, hairdressers, toiletry items, health club fees, prescriptions and non-prescription medications

- Hotel pay-per-view video and mini-bar expenses
- Expenses related to lost or stolen items
- ATM fees
- Entertainment expenses, even if offered by the conference for an extra fee
- Snacks, gum, candy bars, etc.
- Use of a personal cell phone to make calls
- In general, personal expenses are not reimbursable and are assumed to include any expenses which are not a necessary consequence of travel on behalf of the county.

4.8 Travel Advances

The county may provide advances for travel based on the estimated cost of the travel. Travel advances shall be documented and accounted for on the Galveston County Expense Report when the employee is requesting reimbursement for additional expenses incurred during travel.

4.9 Death or Injury While Traveling

If an employee dies due to illness or injury not induced by personal misconduct during official travel, the county will pay all transportation expenses to return the employee. The employee's next of kin may travel at county expense to make necessary arrangements. Expenses will be reimbursed according to the *Galveston County Travel Policy* and this county procedure. If injured while traveling, the injury must be reported to the department head and County Legal Department. If death, serious injury or grave illness occurs in an employee's immediate family, the employee is authorized to immediately return at county expense.

Travel Expense Reimbursement Procedure: Forms

	Accounting for Expenditures	
Effective Date: 01/01/2018	**Last Revision: 11/27/2017**	**Page 8 of 12**

1.0 Galveston County Expense Report and Instructions
2.0 Galveston County Expense Report Example
3.0 Detail of Mileage Claims Form

Galveston County Expense Report

Payee Name _____ Department _____ PO# _____

PEID # _____ Selected Address Code _____ PR # _____

Purpose _____ Destination _____ Travel Dates: From _____

To _____

Date	Object Code	Description	Hotel	Mileage	Fuel	Meals	Phone	Conference	Misc.	Total
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	
									Subtotal	$ -
									Paid By County	
									Advances	
									Total	$ -

Employee Signature: _____ **Date:** _____

Department Head Signature: _____ **Date:** _____

NOTES: _____

_____

_____

Instructions for Galveston County Expense Report

Header section:

1. Enter Payee Name, PEID #, Department, Selected Address Code, PO# and PR#.
2. Enter the purpose, destination and travel dates of the trip.

Table:

3. Enter ALL expenses that were incurred on the trip. If an expense will not be reimbursed to the employee because it was paid by the county before the trip, the total amount will go in the *Paid By County* cell.
4. Include a *Date* for each day of the trip. If multiple expenses are incurred in one day, they should each be on a separate line. For example, meals and hotel for one day will be on two separate lines with the same date.
5. Enter the *Object Code* where the individual expense is to be charged.
6. Enter a *Description* of the expense to help identify the reason for the travel expense.
7. If a *Hotel* charge was made on an overnight travel, include the total cost of the hotel including all taxes and occupancy fees.
8. When claiming *Mileage* use one line for the entire mileage of the trip. Calculate the total mileage to be claimed by multiplying the total miles driven times the current IRS mileage rate. In the Notes section at the bottom of the form, show the mileage x IRS rate per mile. Example: 123 x .54 = $66.42
9. Show any *Fuel* costs for which you have attached receipts.
10. For *Meals* report $45 per diem for each day. If any meals were provided by the conference, deduct the appropriate meal per diem amount ($10 - breakfast, $13 - lunch, $22 -dinner). Based on the time of travel, per diem will also be reduced accordingly. Include the conference agenda, that includes the meals provided, with the support documentation.
11. In the *Phone* column, enter the amount for a purchased phone card. Include the receipt and phone card used on the trip. If there are any unused minutes on the card, they will be utilized by future travelers.
12. Enter in the total cost of the *Conference*. Include the conference registration form with the support documentation.
13. In the *Miscellaneous* column, include all expenses not reportable in the other columns. Include receipts for all payments.
14. The *Total* column is calculated with formulas.
15. In the *Paid By County* cell, enter any expenses that were previously paid by the county on a P-Card or Purchase Order (i.e. conference registrations, hotels, etc.). These amounts should be noted in the description field as (pd. by cnty). This amount will be deducted out of the Subtotal (total cost of the trip) to give the Total amount to be reimbursed. All receipts/support documents that were paid for by the county should be noted "paid by county."
16. In the *Advances* cell, enter the amount of travel advances paid to you by the county. This amount will be deducted out of the subtotal to give the total reimbursable amount.

Signatures:

17. After printing the form, both the employee requesting reimbursement and the department head must sign before submission.

Galveston County Expense Report Example

Payee Name John Doe
PEID # 1234
Department Auditor's Office
Selected Address Code
PO#
PR #
Purpose TACA On the Road Area Training
Destination Bastrop, TX
Travel Dates: From 1/15/2016
To 1/17/2016

Date	Object Code	Description	Hotel	Mileage	Fuel	Meals	Phone	Conference	Misc.	Total
1/16 to 1/17		Conference Registration (pd. by cnty)						$ 200.00		$ 200.00
1/15 to 1/17		Holiday Inn Express (pd. by cnty)	$ 175.32							$ 175.32
1/15/2016		Per diem meals				$ 22.00				$ 22.00
1/15 to 1/17		Miles driven		$ 197.64						$ 197.64
1/16/2016		Parking							$ 20.00	$ 20.00
1/16/2016		Per diem meals				$ 35.00				$ 35.00
1/17/2016		Per diem meals				$ 23.00				$ 23.00
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
			$ 175.32	$ 197.64	$ -	$ 80.00	$ -	$ 200.00	$ 20.00	
									Subtotal	$ 672.96
									Paid By County	$ 375.32
									Advances	$ 150.00
									Total	$ 147.64

Employee Signature: _____ **Date:** _____

Department Head Signature: _____ **Date:** _____

NOTES: 366 miles x .54 = $197.64 (roundtrip)

THE COUNTY OF GALVESTON

DETAIL OF MILEAGE CLAIMS

DATE: _____ NAME: _____ PO # _____

PEID: _____ PR # _____

DATE USED	DEPARTURE POINT	DESTINATION	PURPOSE OF TRIP	TOTAL MILES

Total Mileage This Page..... 0.00

0.0 Miles x $0.535 Mileage Due = $.00

I, the undersigned, do solemnly swear that my personal automobile was used for the above trip(s) in pursuit of my assigned duties, and that said mileage has not heretofore been paid.

Print Name

Employee Signature

Account Number

Department Head Signature

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*46.

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

Grant Award/Agreement

1) **Court Date:** 5/11/2026
2) **Department:** Grants Administration
3) **Grant Agency: US Department of Justice**
4) **Funding Source: Edward Byrne Memorial Justice Assistance Grant**
5) **Grant Start Date:** 10/1/2026
6) **Grant End Date:** 9/1/2028
7) **Program Year: Fy2025**
8) **Program End Date:** 9/1/2028
9) **Renewal Grant: RENEWAL**
10) **Contract #:O-BJA-2025-172542**
11) **Description: Formula distribution shared with the City of Galveston**

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded** **$33,136.00**
15) **County Funded** **$0.00**
16) **Total Project Amount: $33,136.00**
17) **Assigned Department Contact: Miriam Moran**

County Funding Sources

18) **Match Fund: No Match Required.**
19) **Match Division:**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Jamie Brownson	Approve	4/29/26 1:30 pm
2	Miriam Moran	Approve	4/29/26 1:41 pm
3	Miriam Moran	Approve	4/29/26 1:42 pm
4	Diana Huallpa	Approve	4/29/26 5:41 pm
5	Sergio Cruz	Approve	4/30/26 8:11 am

Confirmation

Thank you for submitting your grant application package via Grants.gov. Your application is currently being processed by the Grants.gov system. Once your submission has been processed, Grants.gov will send email messages to advise you of the progress of your application through the system. Over the next 24 to 48 hours, you should receive two emails. The first will confirm receipt of your application by the Grants.gov system, and the second will indicate that the application has either been successfully validated by the system prior to transmission to the grantor agency or has been rejected due to errors.

Please do not hit the back button on your browser.

If your application is successfully validated and subsequently retrieved by the grantor agency from the Grants.gov system, you will receive an additional email. This email may be delivered several days or weeks from the date of submission, depending on when the grantor agency retrieves it.

You may also monitor the processing status of your submission within the Grants.gov system by clicking on the “Track My Application” link listed at the end of this form.

Note: Once the grantor agency has retrieved your application from Grants.gov, you will need to contact them directly for any subsequent status updates. Grants.gov does not participate in making any award decisions.

IMPORTANT NOTICE: If you do not receive a receipt confirmation and either a validation confirmation or a rejection email message within 48 hours, please contact us. The Grants.gov Contact Center can be reached by email at support@grants.gov, or by telephone at 1-800-518-4726. Always include your Grants.gov tracking number in all correspondence. The tracking numbers issued by Grants.gov look like GRANTXXXXXXXX.

If you have questions please contact the Grants.gov Contact Center: support@grants.gov
1-800-518-4726 24 hours a day, 7 days a week. Closed on federal holidays.

The following application tracking information was generated by the system:

Grants.gov Tracking Number:	GRANT14622397
UEI:	DRP9KU1PVJN4
Submitter's Name:	Miriam S Moran
Assistance Listing Number:	16.738
Assistance Listing Title:	Edward Byrne Memorial Justice Assistance Grant Program
Funding Opportunity Number:	O-BJA-2025-172542
Funding Opportunity Description:	BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula
Agency Name:	Bureau of Justice Assistance
Application Name of this Submission:	Galveston County
Date/Time of Receipt:	Apr 27, 2026 05:25:47 PM EDT

TRACK MY APPLICATION – To check the status of this application, please click the link below:

https://apply07.grants.gov/apply/spoExit.jsp?p=applicants/grant-applications/track-my-application?tracking_num=GRANT14622397

It is suggested you Save and/or Print this response for your records.

MEMORANDUM

To: Galveston County Commissioners' Court

From: Grants Administration

Court Date: May11th, 2026

RE: FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG)

BACKGROUND

Each year Congress appropriates funding for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The US Bureau of Justice Statistics determines distribution through a formula that takes violent crime statistics and population into account. Eligible jurisdictions change every year, and the funds are distributed to those communities in need of additional assistance meeting funding and criminal justice needs.

SUMMARY

For FY 2025, Galveston County and the City of Galveston have qualified for the Edward Byrne Memorial Justice Assistance Grant (JAG) and intend to share the allocation. Galveston County will serve as the applicant and fiscal agent on behalf of the local jurisdictions. The total allocation for FY 2025 is $33,136, of which $11,175 is allocated to Galveston County and $21,961 is allocated to the City of Galveston, as determined by the JAG formula.

FINANCIAL SUMMARY

Galveston County	$11,175.00
City of Galveston	$21,961.00
County Match:	$0.00
Total Project Cost:	$33,136.00

RECOMMENDATIONS

Grants Administration requests the Court to consider approval and ratification of the submission of the FY 2025 Edward Byrne Memorial Justice Assistance Grant Application.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

*Name: Galveston County, Texas

*Street 1: 722 Moody Avenue Street 2:

*City: Galveston State: TX: Texas Zip: 77550-2317

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

US Department of Justice

7. * Federal Program Name/Description:

Edward Byrne Memorial Justice Assistance Grant Program

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix *First Name: NA Middle Name

*Last Name: NA Suffix

*Street 1: NA Street 2:

*City: NA State: Zip:

b. Individual Performing Services (including address if different from No. 10a)

Prefix *First Name: NA Middle Name

*Last Name: NA Suffix

*Street 1: NA Street 2: NA

*City: NA State: Zip:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:**

***Name:** Prefix *First Name: Mark Middle Name

*Last Name: Henry Suffix

Title: Galveston County Judge **Telephone No.:** 409-770-2244 **Date:** 04/28/2026

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; COORDINATION WITH AFFECTED AGENCIES

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is 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 covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled

substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e),

and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Signature: _____ Date: 4/30/2026

Printed Name: Mark Henry
County Judge

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
[B] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
[A] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
[A] a. initial filing
b. material change
For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ Prime ☐ Subawardee
Tier _____, *if known*:
The County of Galveston
722 Moody Ave
Galveston, TX 77550
Congressional District, *if known*:

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
Congressional District, *if known*:

6. Federal Department/Agency:
US Department of Justice

7. Federal Program Name/Description:
CFDA Number, *if applicable*: 16.738

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:
$ 33,136.00

10. a. Name and Address of Lobbying Registrant
(*if individual, last name, first name, MI*):
N/A

b. Individuals Performing Services (*including address if different from No. 10a*)
(*last name, first name, MI*):
N/A

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature: [signature]
Print Name: MARK HENRY
Title: Galveston County Judge
Telephone No.: (409) 770-2244 Date: 4/28/2026

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Memorial Justice Assistance Grant Program FY 2025 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2025 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2025 JAG funding on behalf of the unit of local government.

Signature of Chief Executive of the Applicant Unit of Local Government	4/30/2026 Date of Certification
Mark Henry Printed Name of Chief Executive	County Judge Title of Chief Executive
Galveston County Name of Applicant Unit of Local Government	

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by

the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.

§§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Signature: _____ Date: 4/30/2026

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*47.

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

Grant Award/Agreement

1) **Court Date:** 5/11/2026
2) **Department:** Mental Health Public Defender's Office
3) **Grant Agency:** Texas Indigent Defense Commission (TDIC)
4) **Funding Source:** FY27 Indigent Defense Improvement Grant Program
5) **Grant Start Date:** 10/1/2026
6) **Grant End Date:** 9/30/2027
7) **Program Year:** FY2027
8) **Program End Date:** 9/30/2027
9) **Renewal Grant:** Yes
10) **Contract #:** D2260841120250429 (FY26 grant #)
11) **Description:** Attorney for Mental Health Public Defender

12) **Grant Organization Keys:** N/A
13) **Grant Type:** Indigent Defense Improvement Grant

Expenditure Type

14) **Grant Funded** $29,152.80 - 20%
15) **County Funded** 116,611.20 80%
16) **Total Project Amount:$145,764.00**
17) **Assigned Department Contact:** Thomas (Jay) Wooten

County Funding Sources

18) **Match Fund:**
19) **Match Division:**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Jamie Brownson	Disapprove	4/29/26 4:23 pm
Notes:	Correct the year for CC date (2026)		
2	Jamie Brownson	Approve	4/30/26 2:05 pm
3	Miriam Moran	Approve	4/30/26 2:05 pm
4	Thomas Wooten	Approve	4/30/26 2:33 pm
5	Diana Huallpa	Approve	4/30/26 4:36 pm
6	Sergio Cruz	Approve	4/30/26 4:36 pm

MEMORANDUM

To: **Galveston County Commissioners' Court**

From: **Miriam Moran, Director of Grants Administration**

Court Date: **May 11, 2026**

RE: **Mental Health Public Defender's Office**

FY 2027 Mental Health Public Defender Enhancement Grant Application

BACKGROUND

The Texas Indigent Defense Commission provides grant funding and technical support to counties to develop and sustain quality, cost-effective indigent defense systems. The Texas Legislature appropriated funds for grants to create or expand Mental Health Defender Programs. Eligible programs will be new or existing public defender offices or managed assigned counsel programs providing specialized representation of indigent defendants with a mental illness. Grants may expand the capacity of existing mental health defender programs, establish mental health defender programs in counties currently without these programs, and/or sustain effective mental health defender programs. See TIDC's publication Texas Mental Health Defender Programs for program examples.

Galveston County was awarded a multi-year improvement grant in FY 2021 for personnel and construction of a new Mental Health Public Defender's Office. Since 2021, Galveston County received continuation grants for personnel on a depreciating ratio.

SUMMARY

This application is in response to the overwhelming response and referral rate to the MHPDO that current places the office over the best-practice limit for the current staffing level. With this application, Galveston County requests continuation for a fourth mental health public defender position as well as a fourth mental health case worker to meet current demands.

The application is under the Texas Indigent Defense Commission's Multi-Year Improvement Grant program, but TIDC personnel requested we submit a one-year application to start. The grant program has a depreciating-ratio match requirement of 60/40 in year one that decreases 20% each subsequent year.

TIDC required the continuation application be submitted as soon as possible making this ratification necessary.

RECOMMENDATIONS

Professional Services requests the Court consider ratification of the submission of the FY 2027 Galveston Mental Health Public Defender Enhancement Project Application to the Texas Indigent Defense Commission and authorize the County Judge to sign supporting resolution.

Galveston County Resolution
TIDC Indigent Defense Improvement Grant Program
Fiscal Year 2027

WHEREAS, under the provisions of the Texas Government Code § 79.037 and Title I of the Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, the Commissioners Court authorizes the county's participation in this grant program and the attached grant application for the Galveston County Misdemeanor Mental Health Public Defender's Office to assist the county in the implementation and the improvement of indigent criminal defense services in this county; and

WHEREAS, Galveston County Commissioners Court has agreed that in the event of loss or misuse of TIDC grant funds, Galveston County Commissioners Court assures that any such lost or misused funds will be repaid in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that Mark A. Henry, County Judge is designated as the Authorized Official to apply for, accept, decline, modify, or cancel this grant application for the Indigent Defense Improvement Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Thomas J. Wooten is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 2026.

_____

Mark A. Henry

Attest:

_____

County Clerk

Galveston County

Galveston County Misdemeanor Mental Health Public Defender's Office

ID: R-2026-07246
Thomas J. "Jay" Wooten
Requested: $145,764
Created: 4/20/2026

Status Draft

▼ Table of Contents

Grant Information
Budget
Upload Documents

▼ Summary - Internal

Amount Requested: $145,764.00

Amount Recommended: (Original)

▼ Contact Information

GALVESTON COUNTY

722 Moody, 2nd Floor
Galveston, TX 77550
Tax ID: *Not Listed*
Phone: *Not Listed*
Website: *Not Listed*

Grant Contact: Thomas J. "Jay" Wooten *(Thomas.Wooten@galvestoncountytx.gov)*

Chief Executive: Mark Henry *(Mark.Henry@co.galveston.tx.us)*

Finance Contact: Sergio Cruz *(Sergio.cruz@galvestoncountytx.gov)*

Which type of grant are you applying for? Continued Multi-Year Improvement Grant

What fiscal year are you applying for? 2027

Program Title: Galveston County Misdemeanor Mental Health Public Defender's Office

Introduction (Executive Summary):

GCMMHPDO represents all defendants charged with a class A or B misdemeanor, in Galveston County, and diagnosed with a SMI-- including representing these defendants at any Tx.C.C.P Art. 17.032 and other bond hearings. The office has a team of 4 lawyers and 4 social workers that allows for effective and efficient indigent defense delivery. GCMMHPDO zealously and effectively represents this unique population in court, while linking them to appropriate treatment and medications and much needed wrap around services to help them escape the revolving door of our criminal justice system.

Problem Statement:

First, Galveston County has implemented a mental health court. This court initially only handles felony defendants with SMI. However, Galveston County did not want to wait that long to start addressing the misdemeanor population. There is overwhelming agreement in the County, Judicial Criminal Justice Coordinating Advisory Council and Commissioners' Court that we need a more effective and comprehensive approach in making sure that the jail is no longer the defacto mental health treatment center for Galveston County. We believe that establishing the GCMMHPDO will form a solid foundation to address and remedy this quagmire. Judge Mallia, the former Mental Health Court judge, had researched Fort Bend County's Mental Health Public Defenders' Office and believes its success could be duplicated in Galveston County on the misdemeanor level.

Our statistics show that there are a high number of misdemeanor defendants with mental illnesses in our county jail that need to be more effectively represented. About 20 percent of jail intakes in Galveston County are identified as potentially mentally ill per the Texas Commission on Jail Standards required screening intake forms. Research done by the MMHPI as part of the modernization project, found that between January to May 2019 the Gulf Coast Center conducted 737 mental health assessment after a magistrate notification. 45% (333) of those were for misdemeanor defendants and 57% (190) of those 333 were classified as potentially having a SMI or Priority Population. This is about 67 misdemeanor defendants assessed monthly as mentally ill during that period, with more than half of them potentially having severe mental illnesses.
Second, Galveston County has recently streamlined its bonding process for Tx C.C.P. 17.032 mental health bond hearings. We now meet all requirements related to the release of mentally ill persons on PR Bond to community treatment. What we do not have are defense attorneys who are well versed and trained in this process to increase the success of the intent of the law. Having the GCMMHPDO represent misdemeanor defendants at these hearings would greatly increase the likelihood of the granting of a PR bond with conditions of bond for treatment and appropriate medications. GCMMHPDO would have the resources to quickly determine what are the most appropriate resources and treatments available for the defendant. In addition, the mental health public defender would be well versed in not only the law but the terminology of the treatment and medications to make very appropriate and convincing arguments to the judge. This would also increase the judge's comfort level in granting the PR bond. The reality is that attorneys in private practice who are appointed to represent defendants with SMIs do not have the resources or time to represent them as effectively as a mental health public defender.

An audit by the Texas Indigent Defense Commission showed that misdemeanor arrestees in Galveston County that can afford to pay bail and fight their cases from the outside are six times likelier to have their charges fully dismissed. Felony cases show similar patterns in case outcomes. For example, a felony arrestee who cannot afford to pay bail is four times likelier to be sentenced to more than a year in prison and half as likely to be sentenced to probation or deferred adjudication.[1]

Misdemeanor defendants with an SMI will have a substantial advantage if out on a PR bond rather than remaining in jail because they will be able to get better treatment and other resources that will stabilize them. That will help them aid in their defense or even convince the prosecutor and/or judge that proceeding with the criminal case is not in the best interest of the defendant or society. This also saves our county money because housing defendants with SMIs cost the county more money than housing a defendant without a SMI.

Statistics demonstrate nationwide that defendants with mental health diagnoses stay in jail longer and are more likely to get jail sentences at disposition.[2] The GCMMHPDO will provide prompt legal resources to advocate for MH PR Bond release. Then, the staff social workers will work to determine the most appropriate outcome for the case that will increase public safety, decrease resource utilization, and connect defendants to community resources for long term treatment instead of allowing them to get stuck in a revolving door of incarceration.

Galveston County is submitting this grant application to address the two problems above that can only be addressed through a GCMMHPDO. In addition to addressing these two challenges, we have made great strides in laying a solid foundation that will assure the success of a GCMMHPDO and addresses broader mental health issues in our county.

Galveston County has been involved in a justice system modernization project since 2017 with the assistance of the Meadows Mental Health Policy Institute (MMHPI) Justice Policy team headed by Dr. Tony Fabelo. In August of 2018 this team proposed the creation of a "Limited Scope Public Defender Office" as part of the improvement plan. The proposal included a division for representing mentally ill defendants. The Galveston judiciary at the time was not ready to move forward with that proposal. But with the creation of a Mental Health Court headed by and funded by the county, judicial stakeholders have since appreciated the value of this initiative.

Galveston County has made tremendous progress in the modernization of its justice system under the MMHPI project. Progress is documented every year by the MMHPI. Building on the initial report of April 2020, here are the MMHPI documented accomplishments:

1. Continued institutionalization of the County and Judicial Criminal Justice Coordinating Advisory Council (referred to as the Coordinating Council) with addition of a project management system that will guide the development of the GCMMHPD. During the period of the COVID-19 emergency, the Coordinating Council is meeting in conference call every Friday to review different issues and troubleshoot the improvements necessary to continue progress with the initiative while addressing emergency related issues;

2. Development of data analyses to guide reviews and discussions by the Coordinating Council with many research reports provided to the council during the year;

3. Successfully addressed issues raised in the federal court case, Aaron Booth vs. Galveston County, with the federal court dismissing the main complaints against the county related to pretrial issues

4. National search and hiring of Personal Bond Office Director;

5. Approval of operational plan and county funding for enhancements to the Personal Bond Office to help in the expansion of pretrial services in the county;

6. Improvements in mental health jail screening protocols;

7. Implementation of CCP 17.032 Personal Bond release protocols for mentally ill persons in jail that qualify for this process;

8. Development of a Bench Manual for CCP 17.032 hearings;

9. Creation of the first Galveston County Mental Health Court;

10. Use of Mental Health Court to consolidate CCP 17.032 Hearings;

11. Gulf Coast Center (local mental health authority) jail staff expansion to support CCP 17.032 process and Mental Health Court;

12. On-going information technology Improvements, including the eventual implementation of the TechShare electronic magistration portal with risk assessment integrated into the portal (in-progress);

13. Streamlining of Magistration documents in One Model Form; and

14. Development of court Automated Exception Reports to assist court administrators in managing the flow of cases (in- progress).

[1] MMHPI, June 26, 2019 Report to the Galveston Coordinating Council, "MH Population Assessment Analysis, Screening and Assessment Issues and MH Court Plan."

[2] Meadows Mental Health Policy Institute, Galveston Justice System Modernization Project, Year Two Annual Report, April 2019 to March 2020, published March 18,2020.

Objectives:

Full case representation will be available to defendants with a serious mental illness (SMI) diagnoses who are charged with a class A or B misdemeanor. In addition, high quality representation will be available at C.C.P. Art. 17.032 mental health bond hearing and other bond hearings to increase the likelihood of receiving a PR Bond with specialized conditions of bond.
The full case representation for these defendants would begin with referrals from magistrates who receive indications that defendants have a mental health diagnosis, and jail LMHA staff doing the mental health screening and assessments.(CCQ and 16.22 evaluations) If appropriate, the defendant's case would be assigned the GCMMHPDO. Early intervention for competency matters, compliance with CCP 17.032, psychiatric referrals and evaluations could begin immediately after the magistrate process.
Between filing and disposition, the staff mental health caseworkers will assist with verification of a mental health condition, contact and coordinate with family members, make referrals to community resources, assist with re-entry planning, and aid the defense attorney in advocating for the defendant.
The objectives for full case representation are:
1. Increased coordination and communication with the jail staff, pretrial services (if applicable), judges, the district attorney's office, and Gulf Coast Center (Galveston County's local mental health authority). This continues to be accomplished by the GCMMHPDO.
2. Increased use of mental health social workers on these cases. This would begin immediately upon cases being referred to the GCMMHPDO. This continues to be accomplished by the GCMMHPDO.
3. Reduced jail time/bed utilization following disposition through increased community sentences, increased dismissals, and decreased length of jail time sentences; Was noticeable after the first 6 months of the opening of the GCMMHPDO. This continues to be accomplished by the GCMMHPDO.
4. Increased connection to care following jail release of any kind (bond or post sentence). To begin

immediately upon cases being referred to the GCMMHPDO; and,
5. Connections to social safety net benefits, if applicable. To begin immediately upon cases being referred to the GCMMHPDO. This continues to be accomplished by the GCMMHPDO.

The objectives of the representation at C.C.P. Art. 17.-32 bond hearings are:

1. Increase the percentage of pretrial releases through bond reductions; Was noticeable after the first 6 months of the opening of the GCMMHPDO.
2. Increase the percentage of personal recognizance bonds; Was noticeable after the first 6 months of the opening of the GCMMHPDO.
3. If current literature is correct, the above should lead to an overall decrease in incarceration sentences through much higher rate of dismissals.
4. A decrease in pretrial bed use at the Galveston County Jail. Was noticeable after the first 6 months of the opening of the GCMMHPDO.
All or the foregoing continues to yield these afore mentioned results.

Activities

Describe the specific activities the applicant will conduct if awarded a grant. The activities should support the objectives.

1. ***Include detailed instructions of step-by-step procedures that will take place to implement the program and the resources needed to complete each task.***
2. ***Make sure to incorporate the required elements for the types of programs listed on Attachment C.***
3. ***Include start-up tasks and the ongoing program activities that staff will perform to implement the program.***
4. ***Write this section so that outsiders know exactly what the applicant plans to do.***
5. ***Provide justification related to effectiveness and/or economy of the activity proposed. Include supporting research on this activity if available.***
6. ***Describe whether existing staff and/or contractors will perform tasks, reports, etc. or if new staff positions will be created to implement the program. If the program will be implemented through a contract, include information on the selection process.***
7. ***If the proposed program implements a new component into an existing process or program, clarify how the new process is different from existing programs.***

Activities - Startup (Year 1 Only):

Ongoing Activities:

1. Continue to collaboratively work with the judiciary, integrate the GCMMHPDO into the indigent defense plan including proportion of cases the office will be assigned and the client eligibility criteria, e.g. following protocol wherein the GCMMHPDO is set up to represent defendants with the most severe mental illnesses.
2. Continue to collaboratively work with the 3 County Court at Law Judges to help plan and implement the office.
3. Continue to collaboratively work with the Galveston County Community Supervision and Corrections Department to help implement and work with the office.
4. Continue to collaboratively work with the County Justice Administration Office to help implement and work with the office.
Continue to collaboratively work with the newly created Personal Bond and Collections Office to help implement and work with the office.)
5. Continue to collaboratively work with the County Sheriff's Department's Jail and Corrections Division to help implement and work with the office.
6 Continue to collaboratively work with the IT Department, determine case management software options that will allow the office to collect and maintain files and also allow for data extraction for future research and reporting to share with TIDC.
7 Continue to zealously represent our assigned clients at bond hearings- seeking to have our clients released on non fee mental health and pre-trial release bonds to allow connection to services as soon as possible.
8. Continue to zealously represent our assigned clients seeking to get their cases dismissed.
9. Continue to provide direct access to mental health services, when possicle, upon release from incarceration.
10. Continue to provide support to our assigned clients by helping them attend court and MH appointments via county transportation.

Evaluation:

The evaluation will be conducted by the Meadows Mental Health Policy Institute (MMHPI) Justice Policy team of Dr. Tony Fabelo. Dr. Fabelo has extensive experience evaluating public defender offices in Texas. He has completed evaluations of the Harris County Public Defender Office in 2013 and most recently, in May 2020, an

extensive evaluation of the indigent defense system in El Paso County. Both included evaluations of the mental health components on those offices.

The first evaluation will be a qualitative one, to determine the implementation efficiency of the office and to make recommendations for improvements. The review will determine if the office is following the appropriate "ten principles" for effective representation used in prior evaluations based on the American Bar Association guide. In a nutshell, the national and state principles call for the independence of defense counsel, control in the size of the caseloads and workload by defense to enable quality representation, providing training and support staff appropriate to assist counsel and monitoring for compliance with the standards. These principles have been found to have a positive impact on outcomes, but, only if they are enforced and monitored by the county or PDO. The first set of evaluation measures should revolve around setting up the office, hiring the staff, and integrating lawyers into either the case representation process or the C.C.P. Art. 17.032 mental health bond hearings process, the proper utilization of social workers, effective integration with the Galveston County Mental Health Court, Galveston County Personal Bond Office and with the mental health authority, the Gulf Coast Center (GCC).

TIDC grant measurements are aggregate measures to be tracked and reported on a monthly basis, such as:

• Number of people booked into jail identified as mentally ill with a class A or B misdemeanor as highest charge; Number of people booked into jail identified as mentally ill referred to the GCMMHPDO
• Number of people booked into jail identified as mentally ill referred to the GCMMHPDO and represented by the GCMMHPDO
• Number of people represented by GCMMHPDO and released on bond per CCP 17.03
• Number of people with cases disposed by the GCMMHPDO
• Number of cases disposed by GCMMHPDO
• Number of people the GCMMHPDO social workers met with during the month, and
• Number of people whose case a GCMMHPDO contracted investigator worked on during the month

The qualitative evaluation will also determine if the office is able to track these basic measures as required by the grant. The evaluation is expected to be done once the office is operational and stable with the appropriate staff. This should be at the end of year one of operation.

The outcome evaluation can only be done after year two of operation. The MMHPI team is already working on the modernization of different components of the Galveston County pretrial, judicial, and mental health system. The MMHPI will work with the different agencies and the Galveston County Information Technology department to track the defendant- based information of those defendants represented by the GCMMHPDO. Defendant information includes demographic and criminogenic information, the original bond amount set at magistration and actual amount paid along with time, date, place, magistration information, and case disposition information. The information would also include matching of records with the GCC to determine the extent to which the defendants connected to the GCC and the level of services that they received and for how long. Finally, the TechShare Magistration Portal and the Personal Bond Office Risk Assessment process should be operational by the time the GCMMHPDO is fully operational and this should also allow for an examination of risk levels for those represented by the GCMMHPDO.

The quantitative evaluation will examine the following:
• How GCMMHPDO Defendant case dispositions compared with general patterns for those represented by assigned and retained counsel
• Defendants connections to GCC, level of care and time in care
• Defendants released on 17.032 bonds compared to released prior to needing a 17.032 hearing (released before 96 hours in jail)
• Time of social workers and investigators and the potential impact on final disposition, and
• Length of stay in jail for those represented by the GCMMHPDO and proportion released on pretrial bond or personal bond and/or increased use of 17.032 MH bond release compared to prior baseline patterns

All evaluations will be presented by the MMHPI to the GCCC Committee and the GCMMHPDO Chief in a joint meeting. The GCCC Committee and the GCMMHPDO Chief will discuss what is working, what needs improvement and an action plan for the areas that need improvement. The GCCC Committee will be responsible for making sure all action plans are implemented by the Chief. Thereafter, Outcome Evaluations should be performed at least every three years.

Future Funding:

Galveston County is dedicated to carrying on all of the afore mentioned programs after grant funding is exhausted.

Budget

Budget Narrative and Budget Form
Applicants must submit the online budget form. Budgets must clearly state the costs to implement and sustain the operation of the program. The budget narrative should justify all expenses and must be consistent with the activities and objectives.
i. Include all costs necessary to implement the proposed activity.
ii. Provide a narrative to detail and justify all budgeted expenses. This narrative must correspond to the activities section.
iii. Indicate in the budget and narrative the non-reoccurring start-up costs for multi-year grants.
iv. Indirect costs are allowable but the application will not be considered competitive if above 10%. Preferred applications will include little or no indirect cost requirements.
v. The equipment line requires a list of equipment to be purchased. All equipment must be purchased in the first year of the grant unless permission is granted from TIDC in writing. Otherwise, the equipment costs will not factor into the total project cost after the first year of funding.
vi. Budget line items must include detailed basis of cost explanations in the budget narrative.

Budget Narrative:

o The salary for the chief's position is in parity with a chief's position in the Galveston County Criminal District Attorney's Office with 15 years experience. The Chief will be responsible for supervising the attorneys and staff and running the office
o The salaries for the 3 assistant public defenders are in parity with an assistant district attorney in the Galveston County Criminal District Attorney's Office with at least 3 years experience. Therefore, these salaries will be in line with in the American Bar Associations 10 Principles of a Public Defense Delivery System for an attorney with at least 3 years experience
o The salaries for the 3 caseworkers are competitive salaries according to TIDC
o The salary for the support staff is a competitive salary according to TIDC
o Fringe Benefits including health insurance costs are the same for all other Galveston County employees
o The travel and training line item is to cover travel to seminars and conferences and local travel to interview witnesses or meet with clients to pay for required professional training for the attorneys and staff. It is also for educational opportunities that will help improve the quality and level of service and performance.

Total Program Budget:	$145,764.00
Grant Reimbursement Percentage Requested:	20

▼ Upload Documents

Instructions for uploading documents:

Resolution/Internet Submission Form –Counties applying for grants must also submit the Resolution/Internet Submission Form (See Attachment A) in order for the Commission to consider the application. The resolution must be adopted by the County Commissioners Court, signed by the applicant's authorized official, and uploaded to the online grant application. Nonprofit organization applicants should submit a resolution adopted by their governing board
uthorizing the application and additional documentation of county support and coordination.

- The adopted resolution is the official authorization for the grant request. It names the grant officials required in Texas Administrative Code § 173.301. It is also a pledge to take legal responsibility for the appropriate expenditure of grant funds. Finally, it certifies that the applicant will abide by all relevant rules, policies, and procedures if TIDC awards grant funds to the applicant.
- The Internet Submission Form is a separate form located on the bottom of the Resolution Form. The Internet Submission Form must contain the confirmation number that will be generated when the application is submitted. The confirmation number may be completed by hand after the Resolution Form is approved by Commissioners Court and the application is submitted.

Judicial Support—The judiciary is responsible for each county's Indigent Defense Plan. Applications must include letter(s) of support from the judges who will participate in or implement the program (See Attachment B). Attachment B is a sample form and must be edited to describe the level and type of commitment the judges will provide to the specific program in the application.

Additional Requirements for Public Defender or Managed Assigned Counsel Programs—Applicants must provide an **Oversight Board Plan** describing the membership positions, board structure, and board responsibilities. (Note: Applicants are not required to name individual board members in the application, but rather board member positions, such as “member of the defense bar,” “community member,” or “law professor focused on criminal law.”) Applicants must also provide a **Leadership Selection Plan** that outlines the recruitment and selection of the program’s chief defender. See TIDC guidance in A Guide to Public Defender Oversight Boards, Texas Chief Defender Sample Hiring Rubric, and Sample Chief Public Defender Job Description.

Other Supporting Documents—Additional material such as timelines, data collection cooperation agreements, letters of support, additional budget detail, or other supporting documents must be uploaded in the online application form before the application due date. Nonprofit applicants must also submit organizational information, including articles of incorporation, documentation of current nonprofit status, and list of members of the governing board, and documentation of county support and coordination.

Additional Requirements for Technology Grant Requests—Budget narratives for technology projects must include detailed basis of cost information. In addition, TIDC has issued Functionality and Data Guidelines for Indigent Defense Technology Projects that should be carefully reviewed when preparing software-related grant applications. Applications should address the extent to which the proposed project is consistent with the guidelines, as well as the reasons for any departures from the guidelines.

Click here to download the Improvement Grant Resolution Template.

Click here to download the Documentation of Judicial Support and Cooperation Template.

--Other Supporting Document
Documentation of Judicial Support (New Only)
Leadership Selection Plan (New MAC/PD Only)
Oversight Board Plan (New PD/MAC Only)
Resolution/Internet Submission Form
Supplemental Budget Documents

GRANT DOCUMENTS

Articles of Incorporation (non-county applicants only)
Audited Financial Statements (non-profits only)
County support and coordination documentation (non-county applicants only)
Current nonprofit status documentation (non-county applicants only)
Governing Board Member List (non-county applicants only)

ORGANIZATION DOCUMENTS

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*48.

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

Receive and file Environmental Review Confirmation Letters for Texas Department of Agriculture Community Development Block Grant, CDV25-0224, High Island Waterline Improvements submitted by Grants Administration

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 6:52 pm

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Zach Davidson
Deputy Chief of Staff

April 24, 2026

Michael Shannon
Galveston County Engineer
ShannonM@galvestoncountytx.gov

Re: Galveston County Contract - CDV25-0224

Dear Michael,

Galveston County has received a Texas Community Development Block Grant Program Grant from the Texas Department of Agriculture - Office of Rural Affairs for Administrative and Engineering fees and services, and a project. The County proposes replacing 7,400 linear feet of two-inch (2") water pipe with a six-inch (6") water pipe and installing six-inch (6") water pipeline where none currently exists. Additionally, the County will install three new fire hydrants. Construction will take place from the intersection of 5th Street and Highway 124, northeast along 5th Street for approximately 2,010 linear feet to the intersection of High School Road and 5th Street, south along High School Road for approximately 715 linear feet to the intersection of High School Road and Payton Lane, northwest through cleared grass and tree covered land for approximately 1,310 linear feet to a tree line along pastureland and then northwest for approximately 335 linear feet to Revia Street, northeast along Revia Street for approximately 580 linear feet to the intersection of East Mexico Road and Revia, and then north along East Mexico Road for approximately 2,450 linear feet in High Island, Galveston County, Texas, 77623.

Alternatives if funding becomes available: Approximately 75 linear feet of waterline from the east side of Highway 124 and 5th Street to the west side of Highway 124 and 5th Street.

An Environmental Review is currently underway for this project, and it has been determined that a portion of the project area is located within the FFRMS floodplain. We are currently completing the 8-step decision making process per Executive Order 11988 and have determined that the project should proceed as planned. Per FEMA's instructions we are requesting consultation from you, the Local Floodplain Administrator, to ensure the project follows all state and local floodplain regulations.

Please review this information to determine if your department has any objections to this project, and if so, please forward a written response within 30 calendar days to: Lindsay Smith, lindsay.smith@grantworks.net, 2201 Northland Dr, Austin, TX 78756.

Sincerely,

Mark Henry

Enclosures:
Performance Plan
Project Map
Flood map
Project Photos

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Zach Davidson
Deputy Chief of Staff

April 23, 2026

Alabama-Quassarte Tribal Town
Wilson Yargee, Chief
P.O. Box 187
Wetumka, OK 74883

RE: Galveston County Contract - CDV25-0224

Dear Chief Yargee,

Galveston County has received a Texas Community Development Block Grant Program Grant from the Texas Department of Agriculture - Office of Rural Affairs for Administrative and Engineering fees and services, and a project. The County proposes replacing 7,400 linear feet of two-inch (2") water pipe with a six-inch (6") water pipe and installing six-inch (6") water pipeline where none currently exists. Additionally, the County will install three new fire hydrants. Construction will take place from the intersection of 5th Street and Highway 124, northeast along 5th Street for approximately 2,010 linear feet to the intersection of High School Road and 5th Street, south along High School Road for approximately 715 linear feet to the intersection of High School Road and Payton Lane, northwest through cleared grass and tree covered land for approximately 1,310 linear feet to a tree line along pastureland and then northwest for approximately 335 linear feet to Revia Street, northeast along Revia Street for approximately 580 linear feet to the intersection of East Mexico Road and Revia, and then north along East Mexico Road for approximately 2,450 linear feet in High Island, Galveston County, Texas, 77623.

Alternatives if funding becomes available: Approximately 75 linear feet of waterline from the east side of Highway 124 and 5th Street to the west side of Highway 124 and 5th Street.

Galveston County has authorized GrantWorks to submit this letter on their behalf as a third party assisting the local government with administrative tasks for government-to-government consultation.

Under HUD regulation 24 CFR 58.4, Galveston County has assumed HUD's environmental review responsibilities for this project, including tribal consultation related to historic properties. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal associations.

Galveston County is conducting a review of the project to comply with Section 106 of the National Historic Preservation Act and its implementation regulations 36 CFR Part 800. We would like to invite you to be a consulting party in any, or all, of these reviews to help identify historic properties in the project area that may have religious and cultural significance to your tribe, and if such properties exist, to help assess how the project might affect them. If the project might have an adverse effect, we would like to discuss possible ways to avoid, minimize or mitigate potential adverse effects.

Enclosed is a map that shows the project area and, if applicable, an additional area of potential indirect effects. The proposed construction activities will take place in existing rights-of-way and utility easements in soils that have been previously disturbed by other construction activities at scopes equal to or exceeding the intensity and scale required for this project.

Additionally, we have reviewed the Texas Historic Sites Atlas and to the best of our knowledge, the project site has no historical significance. As the project occurs in an urban area subject to frequent traffic and extensive past ground disturbance, a reasonable and good faith determination can be made, per the Advisory Council on Historic Preservation Guidelines, that archeological or historic resources are not currently present.

To meet project timeframes, please let us know of your interest in being a consulting party within 35 days to Evelyn Vargas, Grant Coordinator, evelyn.vargas@galvestoncountytx.gov, County of Galveston, 722 Moody Avenue, Galveston, Texas 77550, and Lindsay Smith; lindsay.smith@grantworks.net, 2201 Northland Dr, Austin, TX 78756. If you have any initial concerns with impacts of the project on religious or cultural properties, please note them in your response.

If you do not wish to consult on this project, please inform us. If you do wish to consult, please include in your reply the name and contact information for the tribe's principal representative in the consultation. Thank you very much. We value your assistance and look forward to consulting further if there are historic properties of religious or cultural significance to your tribe that may be affected by this project.

Sincerely,

Mark Henry

Enclosures:
Performance Plans
Project Map
Historic Sites Map
Photos of project area

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Zach Davidson
Deputy Chief of Staff

April 23, 2026

Tonkawa Tribe of Oklahoma
Russell Martin, President
1 Rush Buffalo Rd.
Tonkawa, OK 74653

RE: Galveston County Contract - CDV25-0224

Dear President Martin,

Galveston County has received a Texas Community Development Block Grant Program Grant from the Texas Department of Agriculture - Office of Rural Affairs for Administrative and Engineering fees and services, and a project. The County proposes replacing 7,400 linear feet of two-inch (2") water pipe with a six-inch (6") water pipe and installing six-inch (6") water pipeline where none currently exists. Additionally, the County will install three new fire hydrants. Construction will take place from the intersection of 5th Street and Highway 124, northeast along 5th Street for approximately 2,010 linear feet to the intersection of High School Road and 5th Street, south along High School Road for approximately 715 linear feet to the intersection of High School Road and Payton Lane, northwest through cleared grass and tree covered land for approximately 1,310 linear feet to a tree line along pastureland and then northwest for approximately 335 linear feet to Revia Street, northeast along Revia Street for approximately 580 linear feet to the intersection of East Mexico Road and Revia, and then north along East Mexico Road for approximately 2,450 linear feet in High Island, Galveston County, Texas, 77623.

Alternatives if funding becomes available: Approximately 75 linear feet of waterline from the east side of Highway 124 and 5th Street to the west side of Highway 124 and 5th Street.

Galveston County has authorized GrantWorks to submit this letter on their behalf as a third party assisting the local government with administrative tasks for government-to-government consultation.

Under HUD regulation 24 CFR 58.4, Galveston County has assumed HUD's environmental review responsibilities for this project, including tribal consultation related to historic properties. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal associations.

Galveston County is conducting a review of the project to comply with Section 106 of the National Historic Preservation Act and its implementation regulations 36 CFR Part 800. We would like to invite you to be a consulting party in any, or all, of these reviews to help identify historic properties in the project area that may have religious and cultural significance to your tribe, and if such properties exist, to help assess how the project might affect them. If the project might have an adverse effect, we would like to discuss possible ways to avoid, minimize or mitigate potential adverse effects.

Enclosed is a map that shows the project area and, if applicable, an additional area of potential indirect effects. The proposed construction activities will take place in existing rights-of-way and utility easements in soils that have been previously disturbed by other construction activities at scopes equal to or exceeding the intensity and scale required for this project.

Additionally, we have reviewed the Texas Historic Sites Atlas and to the best of our knowledge, the project site has no historical significance. As the project occurs in an urban area subject to frequent traffic and extensive past ground disturbance, a reasonable and good faith determination can be made, per the Advisory Council on Historic Preservation Guidelines, that archeological or historic resources are not currently present.

To meet project timeframes, please let us know of your interest in being a consulting party within 35 days to Evelyn Vargas, Grant Coordinator, evelyn.vargas@galvestoncountytx.gov, County of Galveston, 722 Moody Avenue, Galveston, Texas 77550, and Lindsay Smith; lindsay.smith@grantworks.net, 2201 Northland Dr, Austin, TX 78756. If you have any initial concerns with impacts of the project on religious or cultural properties, please note them in your response.

If you do not wish to consult on this project, please inform us. If you do wish to consult, please include in your reply the name and contact information for the tribe's principal representative in the consultation. Thank you very much. We value your assistance and look forward to consulting further if there are historic properties of religious or cultural significance to your tribe that may be affected by this project.

Sincerely,

Mark Henry

Enclosures:
Performance Plans
Project Map
Historic Sites Map
Photos of project area

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Zach Davidson
Deputy Chief of Staff

April 23, 2026

Alabama-Coushatta Tribe of Texas
Cecilia Flores, Chairperson
571 State Park Road 56
Livingston, TX 77351

RE: Galveston County Contract - CDV25-0224

Dear Chairperson Flores,

Galveston County has received a Texas Community Development Block Grant Program Grant from the Texas Department of Agriculture - Office of Rural Affairs for Administrative and Engineering fees and services, and a project. The County proposes replacing 7,400 linear feet of two-inch (2") water pipe with a six-inch (6") water pipe and installing six-inch (6") water pipeline where none currently exists. Additionally, the County will install three new fire hydrants. Construction will take place from the intersection of 5th Street and Highway 124, northeast along 5th Street for approximately 2,010 linear feet to the intersection of High School Road and 5th Street, south along High School Road for approximately 715 linear feet to the intersection of High School Road and Payton Lane, northwest through cleared grass and tree covered land for approximately 1,310 linear feet to a tree line along pastureland and then northwest for approximately 335 linear feet to Revia Street, northeast along Revia Street for approximately 580 linear feet to the intersection of East Mexico Road and Revia, and then north along East Mexico Road for approximately 2,450 linear feet in High Island, Galveston County, Texas, 77623.

Alternatives if funding becomes available: Approximately 75 linear feet of waterline from the east side of Highway 124 and 5th Street to the west side of Highway 124 and 5th Street.

Galveston County has authorized GrantWorks to submit this letter on their behalf as a third party assisting the local government with administrative tasks for government-to-government consultation.

Under HUD regulation 24 CFR 58.4, Galveston County has assumed HUD's environmental review responsibilities for this project, including tribal consultation related to historic properties. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal associations.

Galveston County is conducting a review of the project to comply with Section 106 of the National Historic Preservation Act and its implementation regulations 36 CFR Part 800. We would like to invite you to be a consulting party in any, or all, of these reviews to help identify historic properties in the project area that may have religious and cultural significance to your tribe, and if such properties exist, to help assess how the project might affect them. If the project might have an adverse effect, we would like to discuss possible ways to avoid, minimize or mitigate potential adverse effects.

Enclosed is a map that shows the project area and, if applicable, an additional area of potential indirect effects. The proposed construction activities will take place in existing rights-of-way and utility easements in soils that have been previously disturbed by other construction activities at scopes equal to or exceeding the intensity and scale required for this project.

Additionally, we have reviewed the Texas Historic Sites Atlas and to the best of our knowledge, the project site has no historical significance. As the project occurs in an urban area subject to frequent traffic and extensive past ground disturbance, a reasonable and good faith determination can be made, per the Advisory Council on Historic Preservation Guidelines, that archeological or historic resources are not currently present.

To meet project timeframes, please let us know of your interest in being a consulting party within 35 days to Evelyn Vargas, Grant Coordinator, evelyn.vargas@galvestoncountytx.gov, County of Galveston, 722 Moody Avenue, Galveston, Texas 77550, and Lindsay Smith; lindsay.smith@grantworks.net, 2201 Northland Dr, Austin, TX 78756. If you have any initial concerns with impacts of the project on religious or cultural properties, please note them in your response.

If you do not wish to consult on this project, please inform us. If you do wish to consult, please include in your reply the name and contact information for the tribe's principal representative in the consultation. Thank you very much. We value your assistance and look forward to consulting further if there are historic properties of religious or cultural significance to your tribe that may be affected by this project.

Sincerely,

Mark Henry

Enclosures:
Performance Plans
Project Map
Historic Sites Map
Photos of project area

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Zach Davidson
Deputy Chief of Staff

April 23, 2026

Apache Tribe of Oklahoma
Durell Cooper, III, Chairman
P.O. Box 1330
Anadarko, OK 73005

RE: Galveston County Contract - CDV25-0224

Dear Chairman Cooper, III,

Galveston County has received a Texas Community Development Block Grant Program Grant from the Texas Department of Agriculture - Office of Rural Affairs for Administrative and Engineering fees and services, and a project. The County proposes replacing 7,400 linear feet of two-inch (2") water pipe with a six-inch (6") water pipe and installing six-inch (6") water pipeline where none currently exists. Additionally, the County will install three new fire hydrants. Construction will take place from the intersection of 5th Street and Highway 124, northeast along 5th Street for approximately 2,010 linear feet to the intersection of High School Road and 5th Street, south along High School Road for approximately 715 linear feet to the intersection of High School Road and Payton Lane, northwest through cleared grass and tree covered land for approximately 1,310 linear feet to a tree line along pastureland and then northwest for approximately 335 linear feet to Revia Street, northeast along Revia Street for approximately 580 linear feet to the intersection of East Mexico Road and Revia, and then north along East Mexico Road for approximately 2,450 linear feet in High Island, Galveston County, Texas, 77623.

Alternatives if funding becomes available: Approximately 75 linear feet of waterline from the east side of Highway 124 and 5th Street to the west side of Highway 124 and 5th Street.

Galveston County has authorized GrantWorks to submit this letter on their behalf as a third party assisting the local government with administrative tasks for government-to-government consultation.

Under HUD regulation 24 CFR 58.4, Galveston County has assumed HUD's environmental review responsibilities for this project, including tribal consultation related to historic properties. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal associations.

Galveston County is conducting a review of the project to comply with Section 106 of the National Historic Preservation Act and its implementation regulations 36 CFR Part 800. We would like to invite you to be a consulting party in any, or all, of these reviews to help identify historic properties in the project area that may have religious and cultural significance to your tribe, and if such properties exist, to help assess how the project might affect them. If the project might have an adverse effect, we would like to discuss possible ways to avoid, minimize or mitigate potential adverse effects.

Enclosed is a map that shows the project area and, if applicable, an additional area of potential indirect effects. The proposed construction activities will take place in existing rights-of-way and utility easements in soils that have been previously disturbed by other construction activities at scopes equal to or exceeding the intensity and scale required for this project.

Additionally, we have reviewed the Texas Historic Sites Atlas and to the best of our knowledge, the project site has no historical significance. As the project occurs in an urban area subject to frequent traffic and extensive past ground disturbance, a reasonable and good faith determination can be made, per the Advisory Council on Historic Preservation Guidelines, that archeological or historic resources are not currently present.

To meet project timeframes, please let us know of your interest in being a consulting party within 35 days to Evelyn Vargas, Grant Coordinator, evelyn.vargas@galvestoncountytx.gov, County of Galveston, 722 Moody Avenue, Galveston, Texas 77550, and Lindsay Smith; lindsay.smith@grantworks.net, 2201 Northland Dr, Austin, TX 78756. If you have any initial concerns with impacts of the project on religious or cultural properties, please note them in your response.

If you do not wish to consult on this project, please inform us. If you do wish to consult, please include in your reply the name and contact information for the tribe's principal representative in the consultation. Thank you very much. We value your assistance and look forward to consulting further if there are historic properties of religious or cultural significance to your tribe that may be affected by this project.

Sincerely,

Mark Henry

Enclosures:
Performance Plans
Project Map
Historic Sites Map
Photos of project area

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Zach Davidson
Deputy Chief of Staff

April 23, 2026

Coushatta Tribe of Louisiana
Crystal Williams, Vice-Chair
1940 CC Bel Rd.
Elton, LA 70532

RE: Galveston County Contract - CDV25-0224

Dear Vice-Chair Williams,

Galveston County has received a Texas Community Development Block Grant Program Grant from the Texas Department of Agriculture - Office of Rural Affairs for Administrative and Engineering fees and services, and a project. The County proposes replacing 7,400 linear feet of two-inch (2") water pipe with a six-inch (6") water pipe and installing six-inch (6") water pipeline where none currently exists. Additionally, the County will install three new fire hydrants. Construction will take place from the intersection of 5th Street and Highway 124, northeast along 5th Street for approximately 2,010 linear feet to the intersection of High School Road and 5th Street, south along High School Road for approximately 715 linear feet to the intersection of High School Road and Payton Lane, northwest through cleared grass and tree covered land for approximately 1,310 linear feet to a tree line along pastureland and then northwest for approximately 335 linear feet to Revia Street, northeast along Revia Street for approximately 580 linear feet to the intersection of East Mexico Road and Revia, and then north along East Mexico Road for approximately 2,450 linear feet in High Island, Galveston County, Texas, 77623.

Alternatives if funding becomes available: Approximately 75 linear feet of waterline from the east side of Highway 124 and 5th Street to the west side of Highway 124 and 5th Street.

Galveston County has authorized GrantWorks to submit this letter on their behalf as a third party assisting the local government with administrative tasks for government-to-government consultation.

Under HUD regulation 24 CFR 58.4, Galveston County has assumed HUD's environmental review responsibilities for this project, including tribal consultation related to historic properties. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal associations.

Galveston County is conducting a review of the project to comply with Section 106 of the National Historic Preservation Act and its implementation regulations 36 CFR Part 800. We would like to invite you to be a consulting party in any, or all, of these reviews to help identify historic properties in the project area that may have religious and cultural significance to your tribe, and if such properties exist, to help assess how the project might affect them. If the project might have an adverse effect, we would like to discuss possible ways to avoid, minimize or mitigate potential adverse effects.

Enclosed is a map that shows the project area and, if applicable, an additional area of potential indirect effects. The proposed construction activities will take place in existing rights-of-way and utility easements in soils that have been previously disturbed by other construction activities at scopes equal to or exceeding the intensity and scale required for this project.

Additionally, we have reviewed the Texas Historic Sites Atlas and to the best of our knowledge, the project site has no historical significance. As the project occurs in an urban area subject to frequent traffic and extensive past ground disturbance, a reasonable and good faith determination can be made, per the Advisory Council on Historic Preservation Guidelines, that archeological or historic resources are not currently present.

To meet project timeframes, please let us know of your interest in being a consulting party within 35 days to Evelyn Vargas, Grant Coordinator, evelyn.vargas@galvestoncountytx.gov, County of Galveston, 722 Moody Avenue, Galveston, Texas 77550, and Lindsay Smith; lindsay.smith@grantworks.net, 2201 Northland Dr, Austin, TX 78756. If you have any initial concerns with impacts of the project on religious or cultural properties, please note them in your response.

If you do not wish to consult on this project, please inform us. If you do wish to consult, please include in your reply the name and contact information for the tribe's principal representative in the consultation. Thank you very much. We value your assistance and look forward to consulting further if there are historic properties of religious or cultural significance to your tribe that may be affected by this project.

Sincerely,

Mark Henry

Enclosures:
Performance Plans
Project Map
Historic Sites Map
Photos of project area

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Zach Davidson
Deputy Chief of Staff

April 23, 2026

Comanche Nation
Forrest Tahdooahnippah, Chairman
P.O. Box 908
Lawton, OK 73502

RE: Galveston County Contract - CDV25-0224

Dear Chairman Tahdooahnippah,

Galveston County has received a Texas Community Development Block Grant Program Grant from the Texas Department of Agriculture - Office of Rural Affairs for Administrative and Engineering fees and services, and a project. The County proposes replacing 7,400 linear feet of two-inch (2") water pipe with a six-inch (6") water pipe and installing six-inch (6") water pipeline where none currently exists. Additionally, the County will install three new fire hydrants. Construction will take place from the intersection of 5th Street and Highway 124, northeast along 5th Street for approximately 2,010 linear feet to the intersection of High School Road and 5th Street, south along High School Road for approximately 715 linear feet to the intersection of High School Road and Payton Lane, northwest through cleared grass and tree covered land for approximately 1,310 linear feet to a tree line along pastureland and then northwest for approximately 335 linear feet to Revia Street, northeast along Revia Street for approximately 580 linear feet to the intersection of East Mexico Road and Revia, and then north along East Mexico Road for approximately 2,450 linear feet in High Island, Galveston County, Texas, 77623.

Alternatives if funding becomes available: Approximately 75 linear feet of waterline from the east side of Highway 124 and 5th Street to the west side of Highway 124 and 5th Street.

Galveston County has authorized GrantWorks to submit this letter on their behalf as a third party assisting the local government with administrative tasks for government-to-government consultation.

Under HUD regulation 24 CFR 58.4, Galveston County has assumed HUD's environmental review responsibilities for this project, including tribal consultation related to historic properties. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal associations.

Galveston County is conducting a review of the project to comply with Section 106 of the National Historic Preservation Act and its implementation regulations 36 CFR Part 800. We would like to invite you to be a consulting party in any, or all, of these reviews to help identify historic properties in the project area that may have religious and cultural significance to your tribe, and if such properties exist, to help assess how the project might affect them. If the project might have an adverse effect, we would like to discuss possible ways to avoid, minimize or mitigate potential adverse effects.

Enclosed is a map that shows the project area and, if applicable, an additional area of potential indirect effects. The proposed construction activities will take place in existing rights-of-way and utility easements in soils that have been previously disturbed by other construction activities at scopes equal to or exceeding the intensity and scale required for this project.

Additionally, we have reviewed the Texas Historic Sites Atlas and to the best of our knowledge, the project site has no historical significance. As the project occurs in an urban area subject to frequent traffic and extensive past ground disturbance, a reasonable and good faith determination can be made, per the Advisory Council on Historic Preservation Guidelines, that archeological or historic resources are not currently present.

To meet project timeframes, please let us know of your interest in being a consulting party within 35 days to Evelyn Vargas, Grant Coordinator, evelyn.vargas@galvestoncountytx.gov, County of Galveston, 722 Moody Avenue, Galveston, Texas 77550, and Lindsay Smith; lindsay.smith@grantworks.net, 2201 Northland Dr, Austin, TX 78756. If you have any initial concerns with impacts of the project on religious or cultural properties, please note them in your response.

If you do not wish to consult on this project, please inform us. If you do wish to consult, please include in your reply the name and contact information for the tribe's principal representative in the consultation. Thank you very much. We value your assistance and look forward to consulting further if there are historic properties of religious or cultural significance to your tribe that may be affected by this project.

Sincerely,

Mark Henry

Enclosures:
Performance Plans
Project Map
Historic Sites Map
Photos of project area

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Zach Davidson
Deputy Chief of Staff

Memorandum to File

Date: April 24, 2026

From: Lindsay Smith, Environmental Scientist

Subject: Threatened and Endangered Species Galveston County Contract - CDV25-0224

Galveston County has received a Texas Community Development Block Grant Program Grant from the Texas Department of Agriculture - Office of Rural Affairs for Administrative and Engineering fees and services, and a project. The County proposes replacing 7,400 linear feet of two-inch (2") water pipe with a six-inch (6") water pipe and installing six-inch (6") water pipeline where none currently exists. Additionally, the County will install three new fire hydrants. Construction will take place from the intersection of 5th Street and Highway 124, northeast along 5th Street for approximately 2,010 linear feet to the intersection of High School Road and 5th Street, south along High School Road for approximately 715 linear feet to the intersection of High School Road and Payton Lane, northwest through cleared grass and tree covered land for approximately 1,310 linear feet to a tree line along pastureland and then northwest for approximately 335 linear feet to Revia Street, northeast along Revia Street for approximately 580 linear feet to the intersection of East Mexico Road and Revia, and then north along East Mexico Road for approximately 2,450 linear feet in High Island, Galveston County, Texas, 77623.

Alternatives if funding becomes available: Approximately 75 linear feet of waterline from the east side of Highway 124 and 5th Street to the west side of Highway 124 and 5th Street.

The proposed construction activities will take place in existing rights-of-way and utility easements in soils that have been previously disturbed by other construction activities at scopes equal to or exceeding the intensity and scale required for this project.

Grantworks has researched the listed threatened or endangered species and designated critical habitat for the project area. The list of federally threatened or endangered species was acquired through the U.S. Fish and Wildlife Service's Information, Planning, and Consultation system (IPaC). The species list is summarized in the following table:

Species / Resource Name	Federal Status	Habitat Description	Recommendation of Effect	Notes / Documentation
Tricolored Bat (*Perimyotis subflavus*)	Proposed Endangered	Forest, woodland and riparian areas are important. Caves are very important to this species.	No Effect	Project area does not contain forests, woodlands, caves, or any other potential habitat
Red Knot (*Calidris canutus rufa*)	Threatened	Primarily seacoasts on tidal flats and beaches, herbaceous wetland, and Tidal flat/shore.	No Effect	Project Area does not contain beaches, sandflats, or any other potential habitat
Eastern Black Rail (*Laterallus jamaicensis ssp. Jamaicensis)*	Threatened	Salt, brackish, and freshwater marshes, pond borders, wet meadows, and grassy swamps; nests in or along edge of marsh, sometimes on damp ground, but usually on mat of previous years dead grasses; nest usually hidden in marsh grass or at base of Salicornia	No Effect	Project area does not contain salt, brackish, or freshwater marshes, pond borders, wet meadows, grassy swamps, or any other potential habitat
Rufa Red Knot (*Calidris canutus rufa*)	Threatened	Primarily seacoasts on tidal flats and beaches, herbaceous wetland, and Tidal flat/shore.	No Effect	Project area does not contain tidal flats, beaches, herbaceous wetlands, or any other potential habitat
Whooping Crane (*Grus americana)*	Endangered	Small ponds, marshes, and flooded grain fields for both roosting and foraging. Potential migrant via plains throughout most of state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties.	No Effect	Project area does not contain small ponds, marshes, flooded grain fields, or any other potential habitat
Green Sea Turtle (*Chelonia mydas*)	Threatened	Inhabits tropical, subtropical, and temperate waters worldwide, including the Gulf of Mexico. Adults and juveniles	No Effect	Project area does not contain tropical, subtropical, or temperate waters

		occupy inshore and nearshore areas, including bays and lagoons with reefs and seagrass. They migrate from feeding grounds (open ocean) to nesting grounds (beaches/barrier islands) and some nesting does occur in Texas (April to September). Adults are herbivorous feeding on sea grass and seaweed; juveniles are omnivorous feeding initially on marine invertebrates, then increasingly on sea grasses and seaweeds.		or any other potential habitat
Hawksbill Sea Turtle (*Eretmochelys imbricata*)	Endangered	Inhabit tropical and subtropical waters worldwide, in the Gulf of Mexico, especially Texas. Hatchling and juveniles are found in open, pelagic ocean and closely associated with floating lgae/seagrass mats. Juveniles then migrate to shallower, coastal areas, mainly coral reefs and rocky areas, but also in bays and estuaries near mangroves when reefs are absent; seldom in water lmore than 65 feet deep. Nesting occurs from April to November high up on the beach where there is vegetation for cover and little or no sand. Some	No Effect	Project area does not contain tropical, subtropical, or temperate waters or any other potential habitat

		migrate, but others stay close to foraging areas - females are philopatric.		
Monarch Butterfly *(Danaus plexippus)*	Proposed Threatened	Habitat is open fields and meadows with milkweed. Winter habitat can include the coast of southern California and at high altitudes in in central Mexico.	No Effect	Project area does not contain open fields, meadows with milkweed, or any other potential habitat

The Texas Parks and Wildlife Department's list as well as the IPaC listing of federally threatened, endangered, and candidate species has been carefully reviewed. The project aera does not consist of suitable habitat for any of the listed species. Based on this assessment, project specifications, and the currently available data, has determined the project shall have no effect to threatened, endangered, or candidate specie, their designated critical habitat, or migratory birds.

Mark Henry

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Zach Davidson
Deputy Chief of Staff

April 23, 2026

Mr. Joseph Bell
State Historic Preservation Officer
Texas Historical Commission
PO Box 12276
Austin, TX 78711

RE: Galveston County Contract - CDV25-0224

Dear Mr. Bell:

Galveston County has received a Texas Community Development Block Grant Program Grant from the Texas Department of Agriculture - Office of Rural Affairs for Administrative and Engineering fees and services, and a project. The County proposes replacing 7,400 linear feet of two-inch (2") water pipe with a six-inch (6") water pipe and installing six-inch (6") water pipeline where none currently exists. Additionally, the County will install three new fire hydrants. Construction will take place from the intersection of 5th Street and Highway 124, northeast along 5th Street for approximately 2,010 linear feet to the intersection of High School Road and 5th Street, south along High School Road for approximately 715 linear feet to the intersection of High School Road and Payton Lane, northwest through cleared grass and tree covered land for approximately 1,310 linear feet to a tree line along pastureland and then northwest for approximately 335 linear feet to Revia Street, northeast along Revia Street for approximately 580 linear feet to the intersection of East Mexico Road and Revia, and then north along East Mexico Road for approximately 2,450 linear feet in High Island, Galveston County, Texas, 77623.

Alternatives if funding becomes available: Approximately 75 linear feet of waterline from the east side of Highway 124 and 5th Street to the west side of Highway 124 and 5th Street.

The proposed construction activities will take place in existing rights-of-way and utility easements in soils that have been previously disturbed by other construction activities at scopes equal to or exceeding the intensity and scale required for this project.

We have reviewed the Texas Historic Sites Atlas and to the best of our knowledge, the project site has no historical significance. As the project occurs in an urban area subject to frequent traffic and extensive past ground disturbance, a reasonable and good faith determination can be made, per the Advisory Council on Historic Preservation Guidelines, that archeological or historic resources are not currently present.

Please review this information to determine if your department has any objections to this project, and if so, please forward a written response within 35 calendar days to: Lindsay Smith, lindsay.smith@grantworks.net, 2201 Northland Dr, Austin, TX 78756.

Sincerely,

Mark Henry

Enclosures:
SHPO Consultation Request Form
Performance Plans
Project Map
Historic Site map
Photos of project area

TEXAS HISTORICAL COMMISSION

REQUEST FOR SHPO CONSULTATION:
Section 106 of the National Historic Preservation Act and/or the Antiquities Code of Texas

Please see instructions for completing this form and additional information on Section 106 and Antiquities Code consultation on the Texas Historical Commission website at http://www.thc.state.tx.us/crm/crmsend.shtml.

☒ This is a new submission
☐ This is additional information relating to THC tracking number(s): _____

Project Information

PROJECT NAME
Galveston County CDV25-0224

PROJECT ADDRESS	PROJECT CITY	PROJECT ZIP CODE(S)
High Island, Galveston County, Texas, 77623		

PROJECT COUNTY OR COUNTIES

☐ Road/Highway Construction or Improvements	☐ Repair, Rehabilitation or Renovation of Structure(s)
☐ Site Excavation	☐ Addition to Existing Structure(s)
☒ Utilities & Infrastructure	☐ Demolition or Relocation of Existing Structure(s)
☐ New Construction	☐ None of these

BRIEF PROJECT SUMMARY

Galveston County has received a Texas Community Development Block Grant Program Grant from the Texas Department of Agriculture - Office of Rural Affairs for Administrative and Engineering fees and services, and a project. The County proposes replacing 7,400 linear feet of two-inch (2") water pipe with a six-inch (6") water pipe and installing six-inch (6") water pipeline where none currently exists. Additionally, the County will install three new fire hydrants. Construction will take place from the intersection of 5th Street and Highway 124, northeast along 5th Street for approximately 2,010 linear feet to the intersection of High School Road and 5th Street, south along High School Road for approximately 715 linear feet to the intersection of High School Road and Payton Lane, northwest through cleared grass and tree covered land for approximately 1,310 linear feet to a tree line along pastureland and then northwest for approximately 335 linear feet to Revia Street, northeast along Revia Street for approximately 580 linear feet to the intersection of East Mexico Road and Revia, and then north along East Mexico Road for approximately 2,450 linear feet in High Island, Galveston County, Texas, 77623.

Project Contact Information		
PROJECT CONTACT NAME Lindsay Smith	TITLE Environmental Scientist	ORGANIZATION GrantWorks, Inc.
ADDRESS 2201 Northland Dr, Austin, TX 78756		
PHONE Office:	EMAIL: Lindsay.smith@grantworks.net	

Federal Involvement (Section 106 of the National Historic Preservation Act)	
Does this project involve approval, permit, license, or funding from a federal agency? ☑ Yes (Please complete this section) ☐ No (Skip to next box)	
FEDERAL AGENCY HUD / TDA	FEDERAL PROGRAM, FUNDING, OR PERMIT TYPE CDBG
CONTACT PERSON Annessa Lewis	PHONE (512) 936-6709
ADDRESS PO Box 12847, Austin, TX 78711	EMAIL: CDBG_EnvReview@texasagriculture.gov

State Involvement (Antiquities Code of Texas)	
Does this project occur on land or property owned by the State of Texas or a political subdivision of the state? ☒ Yes (Please complete this section) ☐ No (Skip to next box)	
CURRENT OR FUTURE OWNER OF THE PUBLIC LAND	
CONTACT PERSON Mark Henry, County Judge	PHONE (409) 766-2244
ADDRESS 722 Moody Avenue, Galveston, Texas, 77550	EMAIL: mark.henry@co.galveston.tx.us

REQUEST FOR SHPO CONSULTATION -- PROJECT NAME:

Identification of Historic Properties: Archeology

Does this project involve ground-disturbing activity?

☒ Yes (Please complete this section) ☐ No (Skip to next section)

Describe the nature of the ground-disturbing activity, including but not limited to depth, width, and length.
Ground disturbance is expected to take place at the following:

a. Water lines:
i. Depth – 4-5 feet
ii. Width – 3 feet
iii. Length – 7400 feet

b. Fire hydrants
i. Depth – 4-5 feet
ii. Width - 3 feet
iii. Length – 6 feet

Describe the previous and current land use, conditions, and disturbances.
Construction activities shall be confined to existing ROWs and utility easements in previously disturbed areas, dedicated primarily to urban and residential land use.

Identification of Historic Properties: Structures

Does the project area or area of potential effects include buildings, structures, or designed landscape features (such as parks or cemeteries) that are 45 years of age or older?

☐ Yes (Please complete this section) ☒ No (Skip to next section)

Is the project located within or adjacent to a district that is listed in or eligible for the National Register of Historic
Places?

☐ Yes, name of property or district:_____ ☐ No ☐ Unknown

In the space below or as an attachment, describe each building, structure, or landscape feature within the project area or area of potential effect that is 45 years of age or older.

ADDRESS	DATE OF CONSTRUCTION	SOURCE FOR CONSTRUCTION DATE
ADDRESS	DATE OF CONSTRUCTION	SOURCE FOR CONSTRUCTION DATE
ADDRESS	DATE OF CONSTRUCTION	SOURCE FOR CONSTRUCTION DATE

Attachments

Please see detailed instructions regarding attachments. Include the following with each submission:

☑ Project Work Description
☑ Maps
☑ Identification of Historic Properties
☑ Photographs

For SHPO Use Only

For Section 106 reviews only, also include:

☑ Consulting Parties/Public Notification

☑ Area of Potential Effects

☑ Determination of Eligibility

☑ Determination of Effect

Submit completed form and attachments to the address below. Faxes and email are not acceptable.

Joseph Bell
State Historic Preservation Officer
Texas Historical Commission
P.O. Box 12276, Austin, TX 78711-2276 (mail service)
108 W. 16th Street, Austin, TX 78701 (courier service)

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Zach Davidson
Deputy Chief of Staff

April 24, 2026

Texas Commission on Environmental Quality
Air Quality Division
NEPA@tceq.texas.gov
P.O. Box 13087
Austin, TX 78711-3087

Re: Galveston County Contract - CDV25-0224

Dear Mr. Harmon,

Galveston County has received a Texas Community Development Block Grant Program Grant from the Texas Department of Agriculture - Office of Rural Affairs for Administrative and Engineering fees and services, and a project. The County proposes replacing 7,400 linear feet of two-inch (2") water pipe with a six-inch (6") water pipe and installing six-inch (6") water pipeline where none currently exists. Additionally, the County will install three new fire hydrants. Construction will take place from the intersection of 5th Street and Highway 124, northeast along 5th Street for approximately 2,010 linear feet to the intersection of High School Road and 5th Street, south along High School Road for approximately 715 linear feet to the intersection of High School Road and Payton Lane, northwest through cleared grass and tree covered land for approximately 1,310 linear feet to a tree line along pastureland and then northwest for approximately 335 linear feet to Revia Street, northeast along Revia Street for approximately 580 linear feet to the intersection of East Mexico Road and Revia, and then north along East Mexico Road for approximately 2,450 linear feet in High Island, Galveston County, Texas, 77623.

Alternatives if funding becomes available: Approximately 75 linear feet of waterline from the east side of Highway 124 and 5th Street to the west side of Highway 124 and 5th Street.

Because the project includes new construction and is located within an area of the state that in non-attainment status for the following criteria pollutants: Ozone, it is subject to review under the Clean Air Act.

During project construction there will be some increase in ambient dust particulate from machinery and soil disturbances. These will be only temporary in nature, and all efforts will be made through proper construction methods to ensure dust control and properly functioning equipment. Furthermore, due to the minimal project scope, it is likely that the proposed facility will not exceed *de minimis* emission levels for criteria pollutants and shall not lead to any long-term environmental impacts. We are seeking concurrence from your department on this determination.

Please review this information to determine if your department has any objections to this project, and if so, please forward a written response within 30 calendar days to: Lindsay Smith, lindsay.smith@grantworks.net, 2201 Northland Dr, Austin, TX 78756.

Sincerely,

Mark Henry

Enclosures:
Performance Plan
Project Map
Environmental Features Map
Project Photos

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*49.

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

26-109-0511-A
General Government- Request transfer from General Fund - Budgeted Reserves to General Government - Settlement Claims to fund settlement payment

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/4/26 4:20 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*50.

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

26-111-0511-C
Emergency Management- Request transfer from General Fund - Budgeted Reserves to Emergency Management - Extraordinary Supplies to fund the purchase of a cooking unit

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/4/26 11:33 am

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 05/11/2026 : BAT-0000645

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000645
Amendment Date 05/11/2026
Description Cooking unit purchase for the Emergency Management Facility
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)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$20,000.00		
FY2026 Annual (FY26 Amended Budget)	5700000:Capital Outlays	291010 Emergency Management	1101 General Fund		Machinery and Equipment - Services			$3,995.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5700000:Capital Outlays	291010 Emergency Management	1101 General Fund		Machinery and Equipment - Goods			$16,005.00	$0.00		

Est-2729-Galveston-County-E-Mgmt.pdf

File Name Est-2729-Galveston-County-E-Mgmt.pdf
Content Type application/pdf
Updated By Jesse Ryholt
Upload Date 04/27/2026 05:07:23 PM
Comment Esitmate

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	04/27/2026 05:07:24 PM	04/28/2026	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	04/29/2026 08:49:52 AM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Please change amendment date to 05/11/2026. Thank you!
Budget Amendment Event	Budget Amendment Event	Submitted	04/29/2026 09:14:52 AM	04/28/2026	Jesse Ryholt	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	04/29/2026 09:22:35 AM		Lee Clemmer (Budget Specialist)	1	Lee Clemmer: 26-111-0511-C; Request transfer from General Fund - Budgeted Reserves to Emergency Management - Extraordinary Supplies to fund the purchase of a cooking unit.
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		04/28/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Sent Back	04/29/2026 10:30:40 AM		Lauren Swift (Payroll Accountant)	1	Send Back Reason from Lauren Swift: This should be expensed as a capital item. Please budget $16,005 as Machinery and Equipment - Goods and $3,995 as Machinery and Equipment - Services (for line item 4, per Kenna and Taylor).
Budget Amendment Event	Budget Amendment Event	Submitted	04/29/2026 11:29:37 AM	04/28/2026	Jesse Ryholt	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	04/29/2026 11:32:54 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		04/28/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	04/29/2026 12:59:02 PM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	04/29/2026 01:37:09 PM	05/01/2026	Jesse Ryholt (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	04/29/2026 05:08:33 PM	05/01/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		05/01/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*51.

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

26-112-0511-D
Engineering- Request transfer from General Fund - Budgeted Reserves & within County Engineer - Various Spend Categories to Software Licensing to fund renewed software

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/4/26 11:38 am

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 05/11/2026 : BAT-0000648

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000648
Amendment Date 05/11/2026
Description Joe Giusti, We need to renew our contract, but we are short on funds . Originally we requested $5,200
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	190100 County Engineer	1101 General Fund		Software Licensing			$11,163.29	$0.00		
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$3,713.29		
FY2026 Annual (FY26 Amended Budget)	5419000:Other Professional Services	190100 County Engineer	1101 General Fund		Software Licensing and Maintenance			$0.00	$2,250.00		
FY2026 Annual (FY26 Amended Budget)	5410000:professional and Technical Services	190100 County Engineer	1101 General Fund		Professional Services			$0.00	$5,200.00		

Esri_INVOICE_900238585 (1).PDF

File Name Esri_INVOICE_900238585 (1).PDF
Content Type application/pdf
Updated By Sabrina Posada
Upload Date 04/28/2026 02:45:21 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	04/28/2026 02:45:22 PM	04/29/2026	Sabrina Posada	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Budget Specialist	Sent Back	04/29/2026 09:19:07 AM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Please make changes outlined in email conversation. Thank you!
Budget Amendment Event	Budget Amendment Event	Submitted	04/29/2026 10:58:01 AM	04/29/2026	Sabrina Posada	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	04/29/2026 11:02:39 AM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Swap the budgeted reserves ledger account with 5419000: Other Professional Services. Thank you!
Budget Amendment Event	Budget Amendment Event	Submitted	04/29/2026 11:10:56 AM	04/29/2026	Sabrina Posada	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	04/29/2026 11:13:23 AM		Lee Clemmer (Budget Specialist)	1	Lee Clemmer: 26-112-0511-D; Request transfer from General Fund - Budgeted Reserves & within County Engineer - Various Spend Categories to Software Licensing to fund renewed software.
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		04/29/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	04/29/2026 01:22:58 PM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Awaiting Action		05/01/2026	Michael Shannon (Cost Center Manager)	2	
					Sergio Cruz (Cost Center Manager)		

Diana Huallpa
4.30.2026

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*52.

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

26-113-0511-E
District Attorney- Request transfer from General Fund - Budgeted Reserves to District Attorney - Expert Witnesses to fund trial experts

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/4/26 11:56 am

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 05/11/2026 : BAT-0000653

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY26 Amended Budget
Plan	FY26 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000653
Amendment Date	05/11/2026
Description	Expert for Trial
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)	5431000:Court Related Expenses	127100 District Attorney	1101 General Fund		Expert Witnesses			$80,000.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$80,000.00		

DA's Budget Amendment.pdf

File Name	DA's Budget Amendment.pdf
Content Type	application/pdf
Updated By	Joselyne Delgado
Upload Date	04/29/2026 02:12:29 PM
Comment	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	04/29/2026 02:12:30 PM	04/30/2026	Joselyne Delgado	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	04/30/2026 08:25:31 AM		Lee Clemmer (Budget Specialist)	1	Lee Clemmer: 26-113-0511-E; Request transfer from General Fund - Budgeted Reserves to District Attorney - Expert Witnesses to fund trial experts.

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		04/30/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	04/30/2026 11:06:55 AM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	04/30/2026 12:19:19 PM	05/02/2026	Zonia Wilturner-Smith (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	04/30/2026 03:29:26 PM	05/02/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		05/02/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*53.

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

26-114-0511-F
Professional Services- Request transfer within Unemployment fund - Unemployment Compensation to Unemployment Compensation Premium to correct ledger/spend category and increase budget to fund TAC Unemployment

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/4/26 12:03 pm

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 05/11/2026 : BAT-0000661

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000661
Amendment Date 05/11/2026
Description 26-114-0511-F; Request transfer within Unemployment fund - Unemployment Compensation to Unemployment Compensation Premium to correct ledger/spend category and increase budget to fund TAC Unemployment.
Amendment Type Budget Transfer
Balanced Amendment No
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)	5155000:Unemployment	155015 Unemployment	6125 Unemployment Fund		Unemployment Compensation			$0.00	$150,000.00		
FY2026 Annual (FY26 Amended Budget)	5491000:Insurance	155015 Unemployment	6125 Unemployment Fund		Unemployment Compensation Premium			$400,000.00	$0.00		

AP Early Check Release Form_01.14.26_TAC RESERVES.pdf
File Name AP Early Check Release Form_01.14.26_TAC RESERVES.pdf
Content Type application/pdf
Updated By Joselyne Delgado
Upload Date 04/29/2026 02:07:25 PM
Comment

CY26 TAC RESERVES PO REQUEST_04.17.26.pdf
File Name CY26 TAC RESERVES PO REQUEST_04.17.26.pdf
Content Type application/pdf
Updated By Joselyne Delgado
Upload Date 04/29/2026 02:07:25 PM
Comment

Fund 6125 - FY26 Budget vs. Actual.pdf
File Name Fund 6125 - FY26 Budget vs. Actual.pdf
Content Type application/pdf
Updated By Joselyne Delgado
Upload Date 04/29/2026 02:07:25 PM

Comment

Fund 6125 Balance Sheet as of 03.26.pdf

File Name Fund 6125 Balance Sheet as of 03.26.pdf
Content Type application/pdf
Updated By Joselyne Delgado
Upload Date 04/29/2026 02:07:25 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	04/29/2026 02:10:17 PM	04/30/2026	Joselyne Delgado	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	04/30/2026 08:25:55 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		04/30/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	04/30/2026 11:05:24 AM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	04/30/2026 12:50:09 PM	05/02/2026	Sergio Cruz (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	04/30/2026 03:28:31 PM	05/02/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		05/02/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
54.

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

Consideration to award ITB 26-088 Lightweight Aggregate Road Materials

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/1/26 1:55 pm

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 26-088, 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

SPECIAL PROVISIONS

INVITATION TO BID
LIGHTWEIGHT AGGREGATE ROAD MATERIALS
GALVESTON COUNTY, TEXAS

TABLE OF CONTENTS

A. PURPOSE 2
B. PROCUREMENT TIMELINE 2
C. SUBMISSION INSTRUCTIONS 2
D. PERSONNEL TO CONTACT 3
E. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT 4
F. REQUIREMENTS OF INVITATION TO BID 4
G. INSURANCE 5
H. MATERIAL DESCRIPTION/SPECIFICATIONS 5
I. QUANTITIES 6
J. MEASUREMENTS AND PAYMENTS 6
K. POINTS OF DELIVERY 6
L. ORDERING AND PURCHASING 6
M. AWARDED PRICES 6
O. EXCEPTIONS 7
P. INVOICES 7
P. REQUIRED DOCUMENTS CHECKLIST 8

SPECIAL PROVISIONS

INVITATION TO BID
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

INVITATION TO BID
LIGHTWEIGHT AGGREGATE ROAD MATERIALS
GALVESTON COUNTY, TEXAS

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.

SPECIAL PROVISIONS

INVITATION TO BID
LIGHTWEIGHT AGGREGATE ROAD MATERIALS
GALVESTON COUNTY, TEXAS

Addenda will be posted and made available on the County's procurement web page. **It is the Bidder's sole responsibility to ensure receipt of all addenda prior to submitting its response.**

All Bidders should check the County's procurement web page for all addenda prior to submitting a response.

The County's procurement web page is located at **http://www.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.

SPECIAL PROVISIONS

INVITATION TO BID
LIGHTWEIGHT AGGREGATE ROAD MATERIALS
GALVESTON COUNTY, TEXAS

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.

SPECIAL PROVISIONS

INVITATION TO BID
LIGHTWEIGHT AGGREGATE ROAD MATERIALS
GALVESTON COUNTY, TEXAS

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,

SPECIAL PROVISIONS

INVITATION TO BID
LIGHTWEIGHT AGGREGATE ROAD MATERIALS
GALVESTON COUNTY, TEXAS

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.

SPECIAL PROVISIONS

INVITATION TO BID
LIGHTWEIGHT AGGREGATE ROAD MATERIALS
GALVESTON COUNTY, TEXAS

P. REQUIRED DOCUMENTS CHECKLIST

By signing here, the firm does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with completed submittal.**

THE COMPANY OF: _____

ADDRESS: _____

_____

The following documents shall be returned or confirmed with an "X" with solicitation submittals. Failure to do so may be ample cause for rejection of 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: _____