

# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

### AGENDA

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

Mark Henry  
County Judge

Darrell Apffel  
Commissioner, Precinct 1

Joe Giusti  
Commissioner, Precinct 2

Hank Dugie  
Commissioner, Precinct 3

Robin Armstrong, MD  
Commissioner, Precinct 4

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**Monday, April 13, 2026**

**9:30 AM**

**Galveston County Courthouse**

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### 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 4/13/2026
- \*2. Order for payroll ending 4/8/2026 bi-weekly #8
- \*3. Order for supplemental payroll period ending 4/8/2026 bi-weekly #8
- \*4. Internal audit report of the District Clerk's Fee Audit for period of 2/1/2025 - 1/31/2026 with response letter from Honorable John D. Kinard, dated 3/23/2026
- \*5. Internal audit report of the Road & Bridge Department for period of 2/1/2025 - 1/31/2026 with response letter from Zachary Smith, Director of Road & Bridge, dated 3/30/2026
- \*6. Early check release dated 4/6/2026 to Malcom Golliday, check number AP00486297
- \*7. Receive and file restitution checklist from Odyssey submitted by Personal Bond/Collections
- \*8. Receive and file Summary of Biweekly Personnel Movements pay period #07, March 12 - March 25, 2026, submitted by Human Resources

- \*9. Receive and file 2025 Annual Personal Bond/Collections Report submitted by Personal Bond/Collections
- \*10. Receive and file notification for transfer of funds from Sheriff's Unreserved Fund Balance to Sheriff's Expenditure Account in Fund 2242 - Sheriff's Forfeiture Fund submitted by County Auditor
- \*11. Consideration of a resolution designating the week of April 25 - May 6, 2026 as Texas Soil and Water Stewardship Week submitted by Commissioner, Precinct 2
- \*12. Consideration of resolution declaring intent to reimburse 2025 bond projects submitted by Professional Services
- \*13. Consideration of approval of Interlocal Cooperative Agreement for Galveston County Public Safety Consortium On-Premise and Cloud-Based Motorola PremierOne CAD/RMS System with the City of Hitchcock submitted by Information Technology
- \*14. Consideration of approval of Interlocal Cooperative Agreement for Galveston County Public Safety Consortium On-Premise and Cloud-Based Motorola PremierOne CAD/RMS system with the City of Clear Lake Shores submitted by Information Technology
- \*15. Consideration for authorization to extend the contract for ITB 25-040 Reinforced Concrete Pipe for Culverts submitted by the Purchasing Agent
- \*16. Consideration for authorization to extend the contract for RFP #B242016, Evacuation Transportation Service submitted by the Purchasing Agent
- \*17. Consideration for authorization to extend the contract for ITB 25-047 Motor Oils, Fluids & Greases submitted by the Purchasing Agent
- \*18. Consideration for authorization to extend the contract for RFP 25-044, Heavy Equipment Rental submitted by the Purchasing Agent
- \*19. Consideration for authorization to extend the contract for RFP #B242015 Generator Maintenance submitted by the Purchasing Agent
- \*20. Consideration for authorization to extend the contract for RFP #B242012 Electrical Parts & Supplies submitted by the Purchasing Agent
- \*21. Consideration for authorization to extend the contract for ITB 25-045, Motor Fuel submitted by the Purchasing Agent
- \*22. Consideration for authorization to extend the contract for RFP 25-046 Weed and Brush Control Chemicals submitted by the Purchasing Agent
- \*23. Consideration for authorization to sell surplus vehicles to the Galveston County Supervision and Corrections Department submitted by the Purchasing Agent

- \*24. Consideration for authorization to dispose of salvage or surplus property submitted by the Purchasing Agent
- \*25. Consideration of approval of Beaver Estates subdivision submitted by Platting & Right-of-Way
- \*26. Consideration of acceptance of streets and drainage facilities in Peninsula Subdivision into the county road maintenance system and release of the Colonial American Casualty and Surety Company bond no. PRF9423650 in the amount of \$187,500.00 submitted by Platting & Right-of-Way
- \*27. Consideration of authorization for County Judge to execute GLO Contract No. 24-065-207-F592 for Rollover Pass Waterline Improvements, Bacliff Street Improvements and San Leon Street Improvements submitted by Grants Administration
- \* Consideration of approval of the following budget amendments submitted by Professional Services:
  - \*28. 26-99-0413-A  
Mental Health Court Program- Request transfer from General Fund - Budgeted Reserves to Mental Health Court Program - Various Spend Categories for Personnel Reclassification: Non-Benefits to Benefits-Eligible & Title Change
  - \*29. 26-100-0413-B  
Sheriff's Office - Request transfer from General Fund - Budgeted Reserves to Criminal Investigation - Extraordinary Supplies to fund CID laptop upgrade
  - \*30. 26-101-0413-C  
Beach Maintenance- Request transfer from within Beach and Parks Fund - Budgeted Reserves & Machinery and Equipment to Fleet Management - Vehicles to fund the purchase of a vehicle for beach patrol
  - \*31. 26-102-0413-D  
Sheriff's Office - Request transfer from General Fund - Budgeted Reserves to Sheriff Administration - Software Licensing to fund field training officer (FTO) software implementation
  - \*32. 26-103-0413-E  
Senior Citizens Program- Request transfer from General Fund - Budgeted Reserves to Senior Citizens Program - Various Spend Categories to fund personnel adjustment
  - \*33. 26-104-0413-F  
Constable Precinct 4- Requesting approval of the Certification of Revenue in the amount of \$152,500 as certified by the County Auditor for the DHS ICE 287(g) Task Force and appropriation of the same

**Action Agenda****Purchasing**

34. Consideration for authorization to award ITB 25-078 Secure Transport Vans & Shuttle Bus

### Adjourn

#### Appearances before Commissioners Court

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

#### Executive Sessions

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

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# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*1.**

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Approval of the accounts payable checks dated 4/13/2026

### Approval History

| Seq # | Approver        | Action  | Action Date    |
|-------|-----------------|---------|----------------|
| 1     | Dianna Martinez | Approve | 4/2/26 4:44 pm |



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*2.**

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Order for payroll ending 4/8/2026 bi-weekly #8

### Approval History

| Seq # | Approver        | Action  | Action Date    |
|-------|-----------------|---------|----------------|
| 1     | Dianna Martinez | Approve | 4/2/26 4:55 pm |



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*3.**

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Order for supplemental payroll period ending 4/8/2026 bi-weekly #8

### Approval History

| Seq # | Approver        | Action  | Action Date    |
|-------|-----------------|---------|----------------|
| 1     | Dianna Martinez | Approve | 4/2/26 5:00 pm |



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*4.**

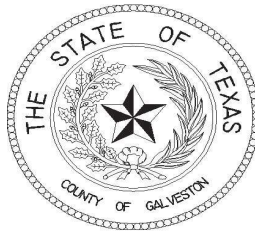
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Internal audit report of the District Clerk's Fee Audit for period of 2/1/2025 - 1/31/2026 with response letter from Honorable John D. Kinard, dated 3/23/2026

### Approval History

| Seq # | Approver        | Action  | Action Date     |
|-------|-----------------|---------|-----------------|
| 1     | Dianna Martinez | Approve | 4/6/26 10:44 am |

# GALVESTON COUNTY



## Office of the County Auditor

Sergio Cruz  
County Auditor

Christie Motogbe, CPA  
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5300

722 Moody Ave, 4<sup>th</sup> Floor, Galveston, TX 77550

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April 13, 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 Fee Audit that covered the period February 1, 2025 through January 31, 2026. Also attached is the response letter from Honorable John D. Kinard, dated March 23, 2026.

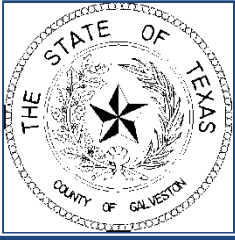
Sincerely,

A handwritten signature in blue ink that reads "Sergio Cruz".

Sergio Cruz  
County Auditor

cc: Honorable John D. Kinard

Attachment: District Clerk Fee Audit Report  
Response Letter, Honorable John D. Kinard



# District Clerk's Fee Audit

March 5, 2026

Galveston County  
Internal Audit Division

Sergio Cruz  
County Auditor

Executive Summary..... 1  
Introduction ..... 2  
Details ..... 3-5

# Executive Summary

## Reliability and Integrity of Information (page 3)

- Adequate controls are in place to ensure proper separation of duties relative to recording, authorizing and collecting.

## Safeguarding of Assets (page 4)

- Physical security over assets (collections) is adequate. All collections were accounted for during the surprise cash counts.

## Compliance with Statutes, Policies and Procedures (page 5)

- No material discrepancies were noted in the testing of Civil fees.
- Criminal fees appropriately assessed in the District Clerk's Office.
- The District Clerk's Office is in compliance with Code of Criminal Procedure (CCP) §32.02, Dismissal by State's Attorney.
- No exceptions were noted in reviewing refunded payments.

## Introduction

The Internal Audit Division conducted an internal audit of the District Clerk's Office, in accordance with Local Government Code §115. The internal audit covered the period February 1, 2025 through January 31, 2026. The audit was performed from February 17, 2026 through March 5, 2026.

The primary objectives of the internal audit were 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's Office. The internal audit included, but was not limited to, the books, accounts, reports, dockets and records of the District Clerk's Office.

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's Office 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 controls is to have proper separation of duties. No one person should authorize a transaction, record the transaction and have custody of the assets.

### Criminal Court Division

The office has instituted procedures to ensure separation of duties between authorizing, recording and collecting in the Criminal Court Division. The District Attorney's Office initiates the filings of the criminal charges. The District Clerk's Office records the criminal charges in Odyssey, the court's electronic record keeping system. The Court Collections Department collects the payments.

### Civil Court Division

The office has instituted procedures to ensure separation of duties between authorizing, recording and collecting in the Civil Court Division. The court clerks record the civil suits in Odyssey; the cashiers collect the payments.

### Adjustments, Reversals and Voids

Office policy limits the ability to process adjustments in Odyssey to those employees without a cash till. Office policy limits the ability to process reversals and voids in Odyssey to the Accounting Supervisor and Administrative Assistant. The Chief Deputy has rights to process all transactions as a backup. An explanation for the transaction is recorded in the 'comments' section of Odyssey and the clerk who initiated the void will immediately re-receipt the transaction, when applicable. A sample of adjustments, reversals and voids was tested for compliance with office policy. The District Clerk's Office is in compliance with office policy, and ensures a proper separation of duties.

# Safeguarding of Assets

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

## Physical Security - Collections

Physical security encompasses any method used to physically secure the collections from loss. Monies collected should be kept in a locked drawer or safe until ready for deposit.

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

As part of the audit, the auditor conducted surprise cash counts on February 19, 2026 at the Galveston office and March 4, 2026 at the League City office. All collections and change funds were accounted for at the time of the surprise cash counts.

## Minimizing Exposure to Loss

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

The District Clerk's Office accepts cash, cashiers or attorney checks, money orders and credit cards. Checks and money orders are restrictively endorsed immediately upon receipt. A Sheriff's Deputy deposits the collections daily.

# Compliance with Statutes, Policies and Procedures

Texas statutes and local government codes dictate the amount of court costs and fees to be assessed and collected by the District Clerk's Office.

## Civil Fees

Basic civil filing fees are set by statute and configured in Odyssey to auto-populate the fee amounts when a new case is filed. The District Clerk's Office has a policy that protects these fees from being altered by unauthorized personnel. A sample of civil family, civil non-family and tax suit cases were tested for compliance with statute.

No material discrepancies were noted in the testing of Civil fees.

## Criminal Fees

Criminal fees are set by statute and configured in Odyssey. When the court clerk records the conviction in Odyssey, the basic court costs are automatically assessed. Any additional court costs or fees must be added to the case by the court clerk (attorney fees, restitution, fines, crime stoppers, etc.). An Odyssey Bill of Costs is printed and signed by the defendant. The total on the Bill of Costs must agree with the Judgment Order, which is signed by the judge. A sample of criminal cases was tested for compliance with statute.

Criminal fees appropriately assessed in the District Clerk's Office.

## Felony Dismissals

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

The District Clerk's Office is in compliance with CCP §32.02.

## Refunded Payments

Payments are refunded when money is collected for services not rendered or for overpayments. The District Clerk's Office will make an Odyssey adjustment to the "Overpayment Refund" for services not rendered. Office policy is to document an explanation for each adjustment. At the time an overpayment occurs the overpayment goes to "Overpayment Refund". Refunds are disbursed through Printech. A sample of transactions labeled "Overpayment Refund" were tested to verify the appropriate amount was disbursed. AP invoices are created for miscellaneous payments, such as passports or certified copies, since a case is not created in Odyssey. There were no purchase orders available for testing during the audit period.

No exceptions were noted in reviewing refunded payments.



**JOHN D. KINARD**  
**DISTRICT CLERK GALVESTON COUNTY**

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March 23, 2026

Mr. Sergio Cruz  
722 Moody Ave 4<sup>th</sup> Floor  
Galveston, Tx 77550

Re: District Clerk Response to the FY2026 District Clerk Fees Audit Report

Dear Mr. Cruz

Our office has received and reviewed the FY2026 District Clerk Fees Audit Report that covered the period February 1, 2025 through January 31, 2026. We concur with the District Clerk's Fee Audit.

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 need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "JD Kinard", written in a cursive style.

John D. Kinard  
District Clerk Galveston County



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*5.**

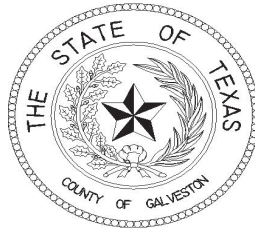
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Internal audit report of the Road & Bridge Department for period of 2/1/2025 - 1/31/2026 with response letter from Zachary Smith, Director of Road & Bridge, dated 3/30/2026

### Approval History

| Seq # | Approver        | Action  | Action Date     |
|-------|-----------------|---------|-----------------|
| 1     | Dianna Martinez | Approve | 4/6/26 10:57 am |

# GALVESTON COUNTY



## Office of the County Auditor

Sergio Cruz  
County Auditor

Christie Motogbe, CPA  
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5300

722 Moody Ave, 4<sup>th</sup> Floor, Galveston, TX 77550

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April 13, 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 Road & Bridge Department that covered the period February 01, 2025 through January 31, 2026. Also attached is the response letter from Zachary Smith, Director of Road & Bridge, dated March 30, 2026.

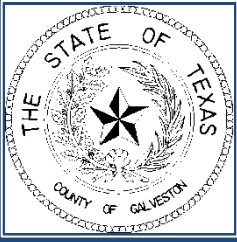
Sincerely,

A handwritten signature in blue ink that reads "Sergio Cruz".

Sergio Cruz  
County Auditor

cc: Zachary Smith, Director of Road & Bridge

Attachment: Road & Bridge Department Audit Report  
Response Letter, Zachary Smith



# FY2026 Road and Bridge Audit

March 27, 2026

Galveston County  
Internal Audit Division

Sergio Cruz  
County Auditor

Executive Summary .....1  
Introduction.....2  
Details..... 3-7

# Executive Summary

## Reliability and Integrity of Information (page 3)

- Controls over culvert permit fee collections are adequate and effective.
- Controls over material inventory reporting are adequate.

## Safeguarding of Assets (page 4)

- Physical security over assets (collections and inventory) is adequate.
- Permits issued are documented in a work order log, minimizing exposure to loss.
- Controls over management of assets (collections) are adequate.

## Compliance with Statutes, Policies and Procedures (page 5)

- Refunds were processed in compliance with office policy.
- Collections were deposited in compliance with LGC §113.022.

## Statistical Analysis (page 6-7)

- Revenue generated through the sale of culvert permits decreased from \$195,591 in FY2021 to \$77,886 in FY2025, reflecting a 60% decrease.
- Culvert materials expenditures increased from \$164,416 in FY2021 to \$187,936 in FY2025, reflecting a 14% increase. The increase in expenditures is largely due to higher spending on County Drainage repairs and maintenance.

# Introduction

The Internal Audit Division conducted an internal audit of the Road and Bridge Department in accordance with Local Government Code (LGC) §115. The internal audit covered the period February 1, 2025 through January 31, 2026. The audit was performed from March 4, 2026 through March 9, 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 Road and Bridge Department. The internal audit included, but was not limited to, the books, accounts, reports and records of the Road and Bridge Department.

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 Road and Bridge Department, as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care.

Lisa McCabe, 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.

## Culvert Permits

The Road and Bridge Department collects permit fees for installing driveway access culverts. Fees are collected at the main office in Dickinson and at the satellite office in Bolivar. Permits are printed at the county print shop and are issued to the payee in lieu of a manual receipt. The permits are pre-numbered, in duplicate (white and yellow) and in books of 25 permits. The yellow copy of the permit is issued to the payee and the white copy is retained by the Road and Bridge Department. Cashier's checks, and money orders received are electronically deposited in the bank using a check scanner. Credit card collections are deposited via the credit card reader. Copies of the permits and collections are scanned in OnBase. No discrepancies were noted in the review of the culvert permits.

## Materials Inventory

The Road and Bridge Department purchases materials for the maintenance and construction of roadwork and drainage projects, including projects performed through interlocal agreements. In addition to accepting consumable materials at job sites, the department maintains a materials inventory at four stockyards, in support of ongoing operations. The materials used at each stockyard are documented on field notes by the Road and Bridge Department managers. At the end of each month, the notes are consolidated and documented on a 'Monthly Stockyard Inventory Log.' Materials inventory received during the month are also documented on the log. The 'Monthly Stockyard Inventory Log' from each location is submitted to the Road and Bridge Department Office and Sign Coordinators, who document the results on the master inventory report, which is then is verified by a supervisor. A monthly inventory report is submitted to the Auditor's Office by the 10<sup>th</sup> of each month. Inventory logs from February 2025 to January 2026 were tested for each location's inventory. No discrepancies were noted.

# Safeguarding of Assets

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

## Physical Security

Physical security encompasses any method to physically secure the collections and inventory from loss. Collections not being used should be secured until they are ready for deposit. Likewise, inventory should be kept in a secure location until it is ready to be used to complete a work order.

The Road and Bridge Department materials inventory is stored in stockyards at Bolivar, Dickinson, San Leon and Santa Fe. The stockyards are secured by a fence and controls are in place to ensure the materials are locked within the stockyards outside of office hours. The Road and Bridge Department manager at each location has the key (or combination) to the lock.

## Minimizing Exposure to Loss

Un-issued culvert permits received from the county print shop are stored in a locked closet at each office. Access to the closet is restricted to 5 personnel (Director of Road & Bridge, Regional Service Coordinator, Finance and Administrative Supervisor, Administrative Assistant II, and Fleet Administrative Assistant I). Permits issued are documented in a work order log. A permit gap test was performed on the range of the audit period. No discrepancies were noted.

## Management of Collections

The Road and Bridge Department has authorized personnel to receipt collections at each location. At the Dickinson office, the two Office and Sign Coordinators and the Administrative Supervisor are authorized to collect permit fees. At the Bolivar location, the Regional Operations Manager is authorized to collect fees. In the event the Regional Operations Manager is unavailable, the Bolivar Beach Parking Sticker Supervisor from the Parks and Cultural Services Department is authorized to collect permit fees. Controls over management of assets (collections) are adequate.

# Compliance with Statutes, Policies and Procedures

## Refunds

Office policy dictates staff will make every effort to not accept overpayments. In the event a refund is due, the resident completes a new vendor form and the Road and Bridge Department submits it to Purchasing for a one-time payment refund. Once Purchasing creates a vendor ID, a purchase order request in the amount of the refund due is submitted in Workday, the county's recordkeeping system. All refunds shall be reimbursed within 30 days. Refunds were tested for compliance with office policy. No discrepancies were noted.

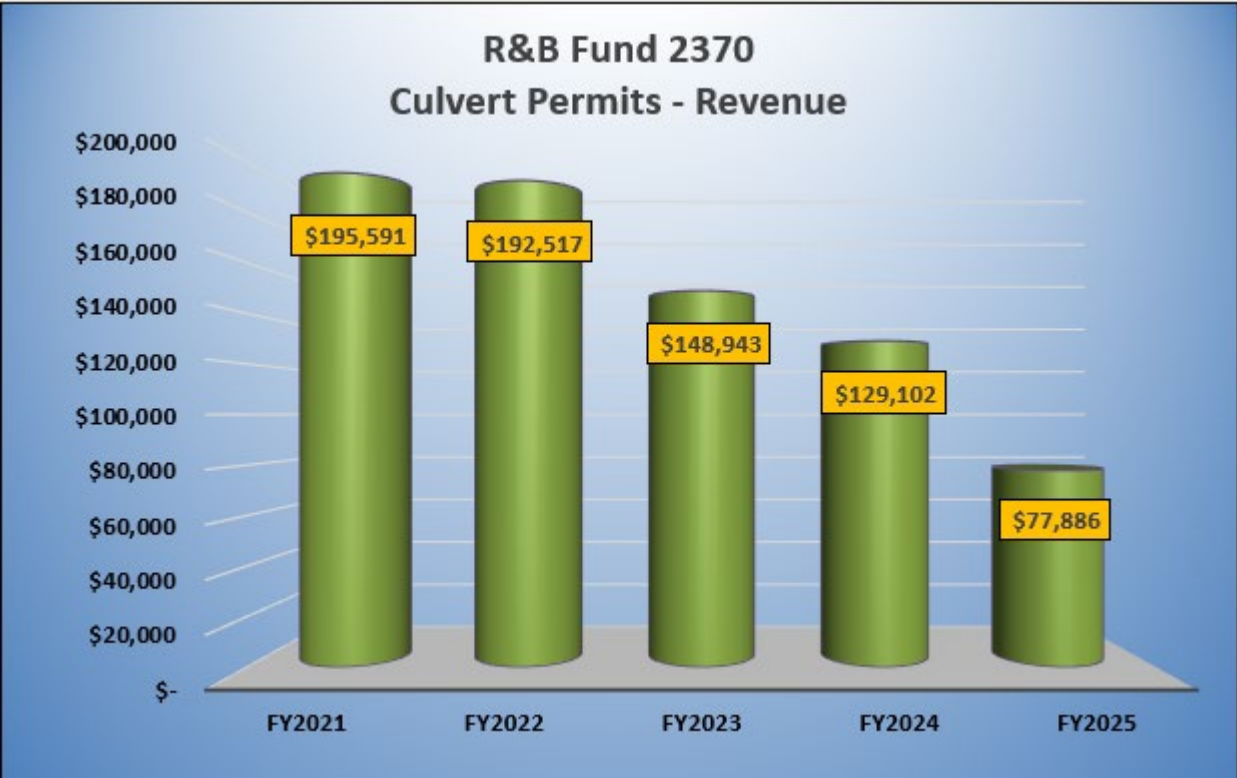
## Timeliness of Deposits

LGC §113.022 Time for Making Deposits states that money collected shall be deposited with the County Treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the office must deposit the money, without exception, on or before the fifth business day after the day on which the money is received.

# Statistical Analysis

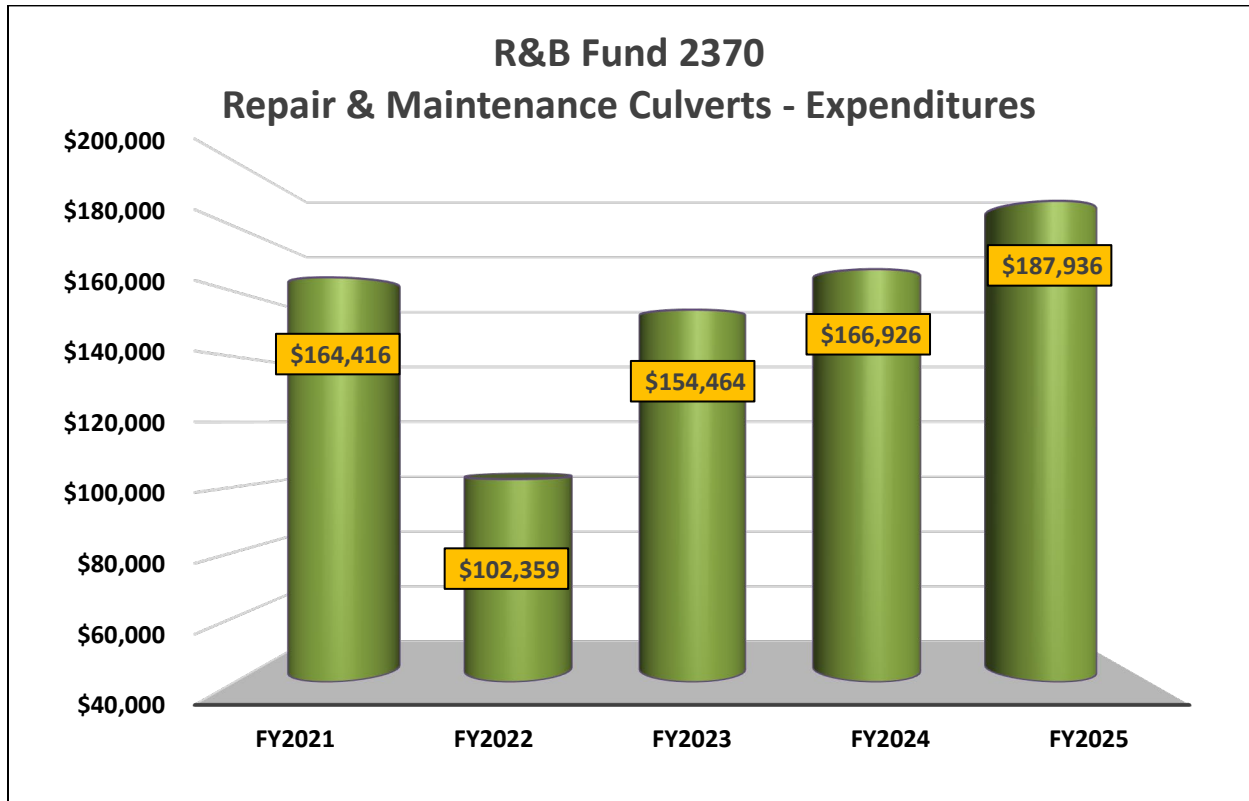
A statistical analysis was performed to identify the trends of revenues and expenditures associated with culvert installations. The analysis covered the period FY2021 through FY2025. The data for the analysis was obtained from Workday Budget vs Actual reports.

Revenue generated through the sale of culvert permits decreased from \$195,591 in FY2021 to \$77,886 in FY2025, reflecting a 60% decrease.



## Statistical Analysis (cont.)

Culvert materials expenditures increased from \$164,416 in FY2021 to \$187,936 in FY2025, reflecting a 14% increase. The increase in expenditures is largely due to higher spending on County Drainage repairs and maintenance.





## The County of Galveston

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

Date: March 30, 2026

To: Sergio Cruz  
County Auditor

From: Zach Smith  
Road and Bridge Administrator

Re: **Response to FY2026 Internal Audit**

The Road & Bridge Department has reviewed the FY2026 Internal Audit for the period of February 1, 2025, through January 31, 2026, and accepts the report as submitted.

I would like to thank the staff of the Office of the County Auditor for the diligence and consultation provided during the audit process.

Thank you,

A handwritten signature in blue ink, appearing to read "Zach Smith".

**Zach Smith**  
Road Administrator



[Zachary.smith@co.galveston.tx.us](mailto:Zachary.smith@co.galveston.tx.us)



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*6.**

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Early check release dated 4/6/2026 to Malcom Golliday, check number AP00486297

### Approval History

| Seq # | Approver        | Action  | Action Date    |
|-------|-----------------|---------|----------------|
| 1     | Dianna Martinez | Approve | 4/2/26 4:55 pm |



## Galveston County Request for Early Release of Check

Why do you need the early release? We ordered T-Shirts for the Walk Across Texas group walk on April 11<sup>th</sup>, 2026. The vendor will not release the T-Shirts until this is paid in full.

Early Release Date Needed

04/03/2026

Check Amount \$ \$4,284.00

Vendor Name

Malcolm Golliday DBA D.J.'s "R" Us

Requested by (Employee)

Misty Reed  
(print name)

5350  
(Ext.)

Misty Reed  
(signed)

Approved by (Department Head)

Rebecca Gilliam  
(print name)

5358  
(Ext.)

Rebecca Gilliam  
(signed)

Department Name

Human Resources

Disposition

Mail  Pickup

Approved by County Auditor

[Signature]  
(signed)

3/30/26  
(date)

Approved by County Judge

Mark Henry  
(signed)

03/30/2026  
(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: AP00486297

Check Date: 04/06/2026

Release Date: 04/06/2026



**[Malcolm Golliday DBA D.J.'s "R" Us  
Mobile DJ Service](Graphics, Photo's,  
Web Design, Videos, and T-Shirt's)**



**[03/24/2026] Invoice #1**

|                      |  |                        |                                    |
|----------------------|--|------------------------|------------------------------------|
| Bill To              |  | Ship To                |                                    |
| <b>Customer</b>      | Galveston County Human Resources                   | <b>Recipient</b>       | Rebecca Gilliam                    |
| <b>Customer ID#</b>  | Galveston County Human Resources                   | <b>Address</b>         | 722 Moody Ave. Galveston, Tx 77550 |
| <b>Address</b>       | 722 Moody Ave. Galveston, Tx 77550                 | <b>Phone</b>           | (409) 770-5346                     |
| <b>Phone</b>         | (409)770-5346                                      |                        |                                    |
| <b>Payment Due</b>   | TBD  | <b>Delivery Date</b>   | TBD                                |
| <b>Salesperson</b>   | Malcolm Golliday<br>aka Dj Bigg-Mac                | <b>Delivery Method</b> | Hand Delivered                     |
| <b>Payment Terms</b> | \$cashapp, Cash, Zelle, Apple Pay, Venmo, or Check | <b>Shipping Terms</b>  | Free                               |

| Qty. | Item# | Description  | Unit Price   | Discount | Line Total |
|------|-------|--|--------------|----------|------------|
| 204  |       | Light Blue , Dri Blend, Walk Across Texas T-Shirts | \$21.00 Each |          | \$4284.00  |
| 10   |       | Small  |              |          |            |
| 45   |       | Medium   |              |          |            |
| 60   |       | Large  |              |          |            |
| 47   |       | X-Large  |              |          |            |
| 29   |       | 2XL  |              |          |            |

|    |  |     |  |                |           |
|----|--|-----|--|----------------|-----------|
| 11 |  | 3XL |  |                |           |
| 2  |  | 4XL |  |                |           |
|    |  |     |  | Total Discount | \$0.00    |
|    |  |     |  | Subtotal       | \$4284.00 |
|    |  |     |  | Sales Tax      | 0         |
|    |  |     |  | Total          | \$4284.00 |
|    |  |     |  | Balance        | \$4284.00 |

[Thank you for your business!](#)

## Gilliam, Rebecca

---

**From:** Rodriguez, Francisco  
**Sent:** Tuesday, March 24, 2026 2:09 PM  
**To:** Gilliam, Rebecca  
**Cc:** Clark, Ashley; Bleyle, Angela  
**Subject:** RE: Request for Purchasing Review

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Approved. I do not see any policy that prohibits us. It has also been reviewed by our Legal section.

Thanks

---

**From:** Gilliam, Rebecca <Rebecca.Gilliam@galvestoncountytexas.gov>  
**Sent:** Tuesday, March 24, 2026 12:48 PM  
**To:** Rodriguez, Francisco <Francisco.Rodriguez@galvestoncountytexas.gov>  
**Cc:** Clark, Ashley <Ashley.Clark@galvestoncountytexas.gov>; Bleyle, Angela <Angela.Bleyle@galvestoncountytexas.gov>  
**Subject:** Request for Purchasing Review

Good afternoon,

As you may know, Human Resources has launched an eight-week wellness program, Walk Across Texas. On the March 30<sup>th</sup> Commissioner's Court, we are asking the Court if we can use wellness funds to purchase participation t-shirts.

I have received two quotes for these t-shirts.

1. Custom Ink – (we used this vendor for our t-shirts last year) – quote attached.
2. DJ's" R" US Service & More – quote attached.

We would like to use DJ's" R" US Service & More for our 2026 T-shirts since the price is lower, and the vendor has provided sample t-shirts and designed the logo for the event.

I would like to disclose that DJ's "R" US Service & More is owned by an active County employee. I have checked with Veronica Vanhorn, and she does not believe there is any conflict of interest.

Please let me know if you approve this purchase or would like to schedule a meeting to review the quotes and request for services.

Thank you!



*Rebecca Gilliam*

**Director, Human Resources**  
*Galveston County Human Resources*  
722 Moody Ave. Galveston, TX 77550  
[rebecca.gilliam@galvestoncountytx.gov](mailto:rebecca.gilliam@galvestoncountytx.gov)  
Office: 409-770-5346



Find Payments - County Auditor Voucher  
Warrants Report

Settlement Run Number: SR-0000353

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 | Golliday, Malcolm L. | 04/06/2026       | Check        | SR-0000353     | 486297                | 4,284.00        |
|                  |                      |                  |              |                |                       | <b>4,284.00</b> |

# GALVESTON COUNTY, TEXAS

List of County Auditor's Approved Claims for Voucher Warrants Dated 04/06/2026

Approved Order to pay by Commissioners Court this day \_\_\_\_\_, \_\_\_\_\_.

  
Sergio Cruz, County Auditor

\_\_\_\_\_  
Mark Henry, Galveston County Judge

\_\_\_\_\_  
Darrell A. Apffel, Galveston County Commissioner, Pct 1

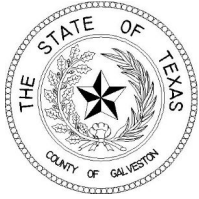
\_\_\_\_\_  
Joe Giusti, Galveston County Commissioner, Pct 2

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

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

**\*7.**

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

### Approval History

| Seq # | Approver        | Action  | Action Date     |
|-------|-----------------|---------|-----------------|
| 1     | Dianna Martinez | Approve | 3/31/26 9:34 am |



# Payment Printing Run

**Payment Printing Run** Ad Hoc Payment - Odyssey - 03/20/2026 06:33 AM  
**Settlement Run** SR-0000346  
**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** 03/20/2026 08:33 AM

75%  
00:00:07

**Total Processing Time (hour:min:sec)**

## Payments

| Payment  | Payment Date | Check Number | Payment Amount | Currency | Payee   |
|--|--------------|--------------|----------------|----------|---|
| Ad Hoc Payment: ALECIA HAYNES - 03/18/2026   | 03/18/2026   | 314035       | 25.00          | USD      | ALECIA HAYNES   |
| Ad Hoc Payment: Ashley Archer - 03/18/2026   | 03/18/2026   | 314036       | 150.00         | USD      | Ashley Archer   |
| Ad Hoc Payment: AUBREY ADAMS - 03/18/2026  | 03/18/2026   | 314037       | 95.66          | USD      | AUBREY ADAMS  |
| Ad Hoc Payment: BECKY FELLOWS - 03/18/2026   | 03/18/2026   | 314038       | 51.66          | USD      | BECKY FELLOWS   |
| Ad Hoc Payment: Bharat N. Patel - 03/18/2026   | 03/18/2026   | 314039       | 200.00         | USD      | Bharat N. Patel   |
| Ad Hoc Payment: BRETT COPE - 03/18/2026  | 03/18/2026   | 314040       | 58.16          | USD      | BRETT COPE  |
| Ad Hoc Payment: BRITTANY ELLIOTT - 03/18/2026  | 03/18/2026   | 314041       | 241.67         | USD      | BRITTANY ELLIOTT  |
| Ad Hoc Payment: CANDALWOOD SUITES - 03/18/2026   | 03/18/2026   | 314042       | 189.66         | USD      | CANDALWOOD SUITES   |
| Ad Hoc Payment: CHARLIE FAHRMEIER - 03/18/2026   | 03/18/2026   | 314043       | 50.20          | USD      | CHARLIE FAHRMEIER   |
| Ad Hoc Payment: CUMIS INSURANCE SOCIETY - 03/18/2026   | 03/18/2026   | 314044       | 2,871.65       | USD      | CUMIS INSURANCE SOCIETY   |
| Ad Hoc Payment: DANIEL MCKINNEY - 03/18/2026   | 03/18/2026   | 314045       | 62.33          | USD      | DANIEL MCKINNEY   |
| Ad Hoc Payment: Emeterio Ocampo Gonzalez - 03/18/2026  | 03/18/2026   | 314046       | 1,000.00       | USD      | Emeterio Ocampo Gonzalez  |
| Ad Hoc Payment: Fraud Prosecution Unit Texas Workforce Commision Revenue & Trust Managment - 03/18/2026  | 03/18/2026   | 314047       | 301.00         | USD      | Fraud Prosecution Unit Texas Workforce Commision Revenue & Trust Management |
| Ad Hoc Payment: Fraud prosecution Unit Texas Workforce Commision Revenue & Trust Management - 03/18/2026 | 03/18/2026   | 314048       | 100.00         | USD      | Fraud prosecution Unit Texas Workforce Commision Revenue & Trust Management |
| Ad Hoc Payment: Freddie Antonio Santos - 03/18/2026  | 03/18/2026   | 314049       | 60.00          | USD      | Freddie Antonio Santos  |



Payment Printing Run

| Payment  | Payment Date | Check Number | Payment Amount | Currency | Payee                                       |
|--|--------------|--------------|----------------|----------|---|
| Ad Hoc Payment: GALVESTON COUNTY - 03/18/2026                            | 03/18/2026   | 314050       | 5.70           | USD      | GALVESTON COUNTY                            |
| Ad Hoc Payment: GALVESTON GOVERNMENT EMPLOYEES CREDIT UNION - 03/18/2026 | 03/18/2026   | 314051       | 43.35          | USD      | GALVESTON GOVERNMENT EMPLOYEES CREDIT UNION |
| Ad Hoc Payment: Gloria Hightower McAfee - 03/18/2026                     | 03/18/2026   | 314052       | 64.30          | USD      | Gloria Hightower McAfee                     |
| Ad Hoc Payment: Health and Human Services Commission - 03/18/2026        | 03/18/2026   | 314053       | 245.77         | USD      | Health and Human Services Commission        |
| Ad Hoc Payment: Health and Human Services Commission - 03/18/2026        | 03/18/2026   | 314054       | 278.00         | USD      | Health and Human Services Commission        |
| Ad Hoc Payment: JACK IN THE BOX - 03/18/2026                             | 03/18/2026   | 314055       | 155.00         | USD      | JACK IN THE BOX                             |
| Ad Hoc Payment: JOHN PARKER - 03/18/2026                                 | 03/18/2026   | 314056       | 21.14          | USD      | JOHN PARKER                                 |
| Ad Hoc Payment: JONATHAN ZENDEH DEL - 03/18/2026                         | 03/18/2026   | 314057       | 347.00         | USD      | JONATHAN ZENDEH DEL                         |
| Ad Hoc Payment: Kendall Phillips - 03/18/2026                            | 03/18/2026   | 314058       | 60.00          | USD      | Kendall Phillips                            |
| Ad Hoc Payment: KHAMBREL MARSHALL - 03/18/2026                           | 03/18/2026   | 314059       | 82.03          | USD      | KHAMBREL MARSHALL                           |
| Ad Hoc Payment: Lisa Nunez - 03/18/2026                                  | 03/18/2026   | 314060       | 60.00          | USD      | Lisa Nunez                                  |
| Ad Hoc Payment: LUNDIE DANIEL - 03/18/2026                               | 03/18/2026   | 314061       | 100.00         | USD      | LUNDIE DANIEL                               |
| Ad Hoc Payment: NICHOLAS LONG - 03/18/2026                               | 03/18/2026   | 314062       | 179.00         | USD      | NICHOLAS LONG                               |
| Ad Hoc Payment: Paris Miles Mitchell - 03/18/2026                        | 03/18/2026   | 314063       | 120.00         | USD      | Paris Miles Mitchell                        |
| Ad Hoc Payment: Savannah Turner - 03/18/2026                             | 03/18/2026   | 314064       | 80.00          | USD      | Savannah Turner                             |
| Ad Hoc Payment: SHARON DEPAUW - 03/18/2026                               | 03/18/2026   | 314065       | 32.73          | USD      | SHARON DEPAUW                               |
| Ad Hoc Payment: Shirley Guidry - 03/18/2026                              | 03/18/2026   | 314066       | 100.00         | USD      | Shirley Guidry                              |
| Ad Hoc Payment: SONIA HAYNES - 03/18/2026                                | 03/18/2026   | 314067       | 40.65          | USD      | SONIA HAYNES                                |
| Ad Hoc Payment: TERRY GRAHAM - 03/18/2026                                | 03/18/2026   | 314068       | 68.69          | USD      | TERRY GRAHAM                                |
| Ad Hoc Payment: Texas Coastal Realty - 03/18/2026                        | 03/18/2026   | 314069       | 20,000.00      | USD      | Texas Coastal Realty                        |
| Ad Hoc Payment: Texas Department of Public Safety - 03/18/2026           | 03/18/2026   | 314070       | 180.00         | USD      | Texas Department of Public Safety           |
| Ad Hoc Payment: Texas Department of Public Safety - 03/18/2026           | 03/18/2026   | 314071       | 5.00           | USD      | Texas Department of Public Safety           |
| Ad Hoc Payment: Texas Department of Public Safety - 03/18/2026           | 03/18/2026   | 314072       | 40.00          | USD      | Texas Department of Public Safety           |



Payment Printing Run

| Payment  | Payment Date | Check Number | Payment Amount | Currency | Payee             |
|--|--------------|--------------|----------------|----------|-------------------|
| Ad Hoc Payment: TONY SOUTHALL - 03/18/2026     | 03/18/2026   | 314073       | 117.75         | USD      | TONY SOUTHALL     |
| Ad Hoc Payment: WALTER PREMIRELLI - 03/18/2026 | 03/18/2026   | 314074       | 30.00          | USD      | WALTER PREMIRELLI |

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 03/20/2026, 6:33 AM | 40                              | 27,913.10    | USD              | Payment Printing Event | Payment Printing Event            | Step Completed  | 03/20/2026 08:33:26 AM | 03/21/2026 | 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)     |             |         |



# View Payment Printing Run

**Payment Printing Run** Ad Hoc Payment - Odyssey - 03/27/2026 06:22 AM  
**Settlement Run** SR-0000347  
**Payment Group** Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911  
 Ad Hoc Payment - Odyssey - 03/27/2026 06:22 AM.pdf  
**Status** Completed

## Process Information

**Name of Submitter** Annaya Nigrelle  
**Actual Start Date and Time** 03/27/2026 08:22 AM

100%  
00:00:26  
Integration Completed.

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

## Payments

| Payment   | Payment Date | Check Number | Payment Amount | Currency | Payee  |
|---|--------------|--------------|----------------|----------|--|
| Ad Hoc Payment: Affordable Air& Heat - 03/25/2026   | 03/25/2026   | 314075       | 86.00          | USD      | Affordable Air& Heat   |
| Ad Hoc Payment: BOB'S GROCERY STORE - 03/25/2026  | 03/25/2026   | 314076       | 40.00          | USD      | BOB'S GROCERY STORE  |
| Ad Hoc Payment: Brayan Cardenas - 03/25/2026  | 03/25/2026   | 314077       | 105.00         | USD      | Brayan Cardenas  |
| Ad Hoc Payment: CENTER POINT ENERGY C/O JNR ADJUSTMENT CO ACCT #PR2019172994- TA JNR# 2MN6072A - 03/25/2026 | 03/25/2026   | 314078       | 400.00         | USD      | CENTER POINT ENERGY C/O JNR ADJUSTMENT CO ACCT #PR2019172994- TA JNR# 2MN6072A |
| Ad Hoc Payment: Darwin Castellanos - 03/25/2026   | 03/25/2026   | 314079       | 600.00         | USD      | Darwin Castellanos   |
| Ad Hoc Payment: ELVIS SIQUENZA - 03/25/2026   | 03/25/2026   | 314080       | 100.00         | USD      | ELVIS SIQUENZA   |
| Ad Hoc Payment: Estefania Gomez - 03/25/2026  | 03/25/2026   | 314081       | 100.00         | USD      | Estefania Gomez  |
| Ad Hoc Payment: FIDENCIO GONZALEZ FLORES - 03/25/2026   | 03/25/2026   | 314082       | 75.00          | USD      | FIDENCIO GONZALEZ FLORES   |
| Ad Hoc Payment: Health and Human Services Commission - 03/25/2026   | 03/25/2026   | 314083       | 245.77         | USD      | Health and Human Services Commission   |
| Ad Hoc Payment: JACQUELINE ZHANE NELSON - 03/25/2026  | 03/25/2026   | 314084       | 300.00         | USD      | JACQUELINE ZHANE NELSON  |
| Ad Hoc Payment: JESSICA MARIEL DELOCH - 03/25/2026  | 03/25/2026   | 314085       | 50.00          | USD      | JESSICA MARIEL DELOCH  |
| Ad Hoc Payment: Kristen Lovett - 03/25/2026   | 03/25/2026   | 314086       | 105.00         | USD      | Kristen Lovett   |
| Ad Hoc Payment: LEAGUE CITY YOUTH SPORTS ORGANIZATION - 03/25/2026  | 03/25/2026   | 314087       | 400.00         | USD      | LEAGUE CITY YOUTH SPORTS ORGANIZATION  |
| Ad Hoc Payment: Linda Curry Conway - 03/25/2026   | 03/25/2026   | 314088       | 175.00         | USD      | Linda Curry Conway   |
| Ad Hoc Payment: MANFREDY VILLALOBOS - 03/25/2026  | 03/25/2026   | 314089       | 15.00          | USD      | MANFREDY VILLALOBOS  |
| Ad Hoc Payment: O'Reillys Auto Parts - 03/25/2026   | 03/25/2026   | 314090       | 125.06         | USD      | O'Reillys Auto Parts   |
| Ad Hoc Payment: Raymond Rubio - 03/25/2026  | 03/25/2026   | 314091       | 200.00         | USD      | Raymond Rubio  |



View Payment Printing Run

| Payment  | Payment Date | Check Number | Payment Amount | Currency | Payee   |
|--|--------------|--------------|----------------|----------|---|
| Ad Hoc Payment: Texas Department of Public Safety - 03/25/2026                 | 03/25/2026   | 314092       | 180.00         | USD      | Texas Department of Public Safety                 |
| Ad Hoc Payment: TEXAS DEPARTMENT OF PUBLIC SAFETY - 03/25/2026                 | 03/25/2026   | 314093       | 60.00          | USD      | TEXAS DEPARTMENT OF PUBLIC SAFETY                 |
| Ad Hoc Payment: Texas Department of Public Safety - 03/25/2026                 | 03/25/2026   | 314094       | 36.00          | USD      | Texas Department of Public Safety                 |
| Ad Hoc Payment: TEXAS DEPARTMENT OF PUBLIC SAFETY - 03/25/2026                 | 03/25/2026   | 314095       | 50.00          | USD      | TEXAS DEPARTMENT OF PUBLIC SAFETY                 |
| Ad Hoc Payment: Texas Department of Safety Restitution Accounting - 03/25/2026 | 03/25/2026   | 314096       | 23.00          | USD      | Texas Department of Safety Restitution Accounting |
| Ad Hoc Payment: Van Ness Brooke - 03/25/2026                                   | 03/25/2026   | 314097       | 279.44         | USD      | Van Ness Brooke                                   |

Positive Pay Files

| Positive Pay File  | Positive Pay File Payment Count | Amount Total | Account Currency | Process History   |  |                    |                        |            |                                   |             |                                    |
|--|---------------------------------|--------------|------------------|---|--|--------------------|------------------------|------------|-----------------------------------|-------------|------------------------------------|
|  |                                 |              |                  | Process   | Step   | Status             | Completed On           | Due Date   | Person (Up to 5)                  | All Persons | Comment                            |
| Positive Pay File for Prosperity-Court Collections Odyssey 9911 on 03/27/2026, 6:22 AM | 23                              | 3,750.27     | USD              | Payment Printing Event  | Payment Printing Event   | Step Completed     | 03/27/2026 08:22:52 AM | 03/28/2026 | Annaya Nigrelle                   | 1           |                                    |
|  |                                 |              |                  | Payment Printing Event  | Approval by Settlement Specialist  | Approved           | 03/27/2026 08:23:03 AM |            | Mien Tran (Settlement Specialist) | 1           |                                    |
|  |                                 |              |                  | Payment Printing Event  | Integration: INT023 Prosperity Bank Payroll Positive Pay with Voids Outbound                               | Not Required       |                        | 03/28/2026 |                                   | 0           |                                    |
|  |                                 |              |                  | Integration Process: INT030 Prosperity Bank Financials Positive Pay with Voids Outbound | Integration Process Event (INT030 Prosperity Bank Financials Positive Pay with Voids Outbound (TOP LEVEL)) | Automatic Complete | 03/27/2026 08:23:03 AM |            |                                   | 0           |                                    |
|  |                                 |              |                  | Integration Process: INT030 Prosperity Bank Financials Positive Pay with Voids Outbound | Service: Fire Integration  | Step Completed     | 03/27/2026 08:23:12 AM |            | Workday Service                   | 1           | ISU_INT030: Integration Completed. |



View Payment Printing Run

| Positive Pay File | Positive Pay File Payment Count | Amount Total | Account Currency | Process History                        |   |                    |                        |          |                  |             |         |                                      |
|-------------------|---------------------------------|--------------|------------------|--|---|--------------------|------------------------|----------|------------------|-------------|---------|--------------------------------------|
|                   |                                 |              |                  | Process                                | Step  | Status             | Completed On           | Due Date | Person (Up to 5) | All Persons | Comment |                                      |
|                   |                                 |              |                  | Integration Process: Document Delivery | Integration Process Event (Document Delivery (TOP LEVEL)) | Automatic Complete | 03/27/2026 08:23:12 AM |          |                  |             | 0       |                                      |
|                   |                                 |              |                  | Integration Process: Document Delivery | Service: Fire Integration                                 | Step Completed     | 03/27/2026 08:23:18 AM |          | Workday Service  |             | 1       | ISU_INT030: Delivered 1 document(s). |



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*8.**

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Receive and file Summary of Biweekly Personnel Movements pay period #07, March 12 - March 25, 2026, submitted by Human Resources.

### Approval History

| Seq # | Approver        | Action  | Action Date    |
|-------|-----------------|---------|----------------|
| 1     | Dianna Martinez | Approve | 4/1/26 1:31 pm |

**Biweekly Movement for New Hires PP#07 - 03/12/2026 - 03/25/2026**

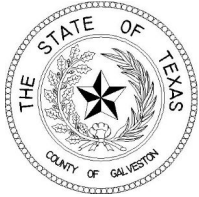
| <b>Department</b>     | <b>Employee</b> | <b>Hire Date</b> | <b>Job Profile</b>                   | <b>Salary</b>    |
|-----------------------|-----------------|------------------|--------------------------------------|------------------|
| Professional Services | Bileah Brown    | 3/12/2026        | Administrative Assistant II          | \$45,861.00      |
| Mosquito Control      | Emerald Reed    | 3/12/2026        | Mosquito Control Program Coordinator | \$58,240.00      |
| Sheriff's Office      | Jessica Kelsey  | 3/12/2026        | Deputy - Part Time                   | \$30/hour worked |
| Sheriff's Office      | Madilyn Pena    | 3/12/2026        | Bond Condition Analyst               | \$39,616.00      |
| Personal Bond         | Spencer Waseem  | 3/12/2026        | Personal Bond Officer                | \$41,596.00      |
| Sheriff's Office      | Tyler White     | 3/12/2026        | Deputy Sheriff - T4                  | \$80,000.00      |

**Biweekly Movement for Personnel Movement PP#07 - 03/12/2026 - 03/25/2026**

| <b>Department</b>         | <b>Employee</b>  | <b>Transfer Date</b> | <b>Job Profile</b>                | <b>Salary</b> | <b>Reason</b> |
|---------------------------|------------------|----------------------|-----------------------------------|---------------|---------------|
| Sheriff's Office          | Alan Sweis       | 3/12/2026            | Corrections Officer III           | \$64,097.00   | Promotion     |
| District Attorney         | Alec Beller      | 3/12/2026            | Attorney III                      | \$95,341.00   | Promotion     |
| Sheriff's Office          | Harrison Trigg   | 3/12/2026            | Deputy Sheriff - T1               | \$65,000.00   | Reassignment  |
| Parks & Cultural Services | Martha Lee       | 3/16/2026            | Director County Parks             | \$125,037.00  | Promotion     |
| District Attorney         | Megan Jones      | 3/12/2026            | First Assistant District Attorney | \$155,000.00  | Promotion     |
| Zonia Wilturner-Smith     | Michael Rinehart | 3/12/2026            | Chief Assistant District Attorney | \$111,000.00  | Promotion     |

**Biweekly Movement for Terminations PP#07 - 03/12/2026 - 03/25/2026**

| <b>Department</b>      | <b>Employee</b>           | <b>Termination Date</b> | <b>Job Profile</b>             | <b>Salary</b> |
|------------------------|---------------------------|-------------------------|--------------------------------|---------------|
| Environmental Services | Adaly Luna                | 3/20/2026               | Custodian                      | \$31,972.00   |
| Environmental Services | Ana Garcia                | 3/13/2026               | Custodian                      | \$31,041.00   |
| District Attorney      | Anietie Jack              | 3/25/2026               | Attorney II                    | \$90,655.00   |
| Sheriff's Office       | Anna Grieger              | 3/23/2026               | Deputy Sheriff V - Corrections | \$75,854.00   |
| Professional Services  | Bileah Brown              | 3/19/2026               | Administrative Assistant II    | \$45,861.00   |
| District Attorney      | Jana Wheeler              | 3/25/2026               | Attorney III                   | \$100,126.00  |
| Sheriff's Office       | John Gerami               | 3/25/2026               | Deputy Sheriff - T5            | \$85,000.00   |
| Professional Services  | Joselinne Piedras-Sarabia | 3/20/2026               | Senior Budget Analyst          | \$64,530.00   |
| Sheriff's Office       | Ricardo Arellano          | 3/25/2026               | Corrections Officer V          | \$69,487.00   |
| Adult Probation        | Samuel Marrero            | 3/23/2026               | Probation Officer              | \$53,000.00   |
| District Attorney      | Suzanne Gibson-Reed       | 3/17/2026               | Felony Jail Docket Coordinator | \$55,080.00   |



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*9.**

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Receive and file 2025 Annual Personal Bond/Collections Report submitted by Personal Bond/Collections

### Approval History

| Seq # | Approver        | Action  | Action Date     |
|-------|-----------------|---------|-----------------|
| 1     | Dianna Martinez | Approve | 3/24/26 5:31 pm |

# PERSONAL BOND ANNUAL REPORT 2025

## PERSONAL BOND OFFICE

Aaron Johnson, Director

March 20th, 2026

# PERSONAL BOND ANNUAL REPORTING CONDITIONS UNDER ARTICLE 17.42, SEC. 6

Not later than April 1 of each year, the Personal Bond Office shall submit to the Commissioners Court an annual report containing information about the operations of the office during the preceding year.

This shall include the following:

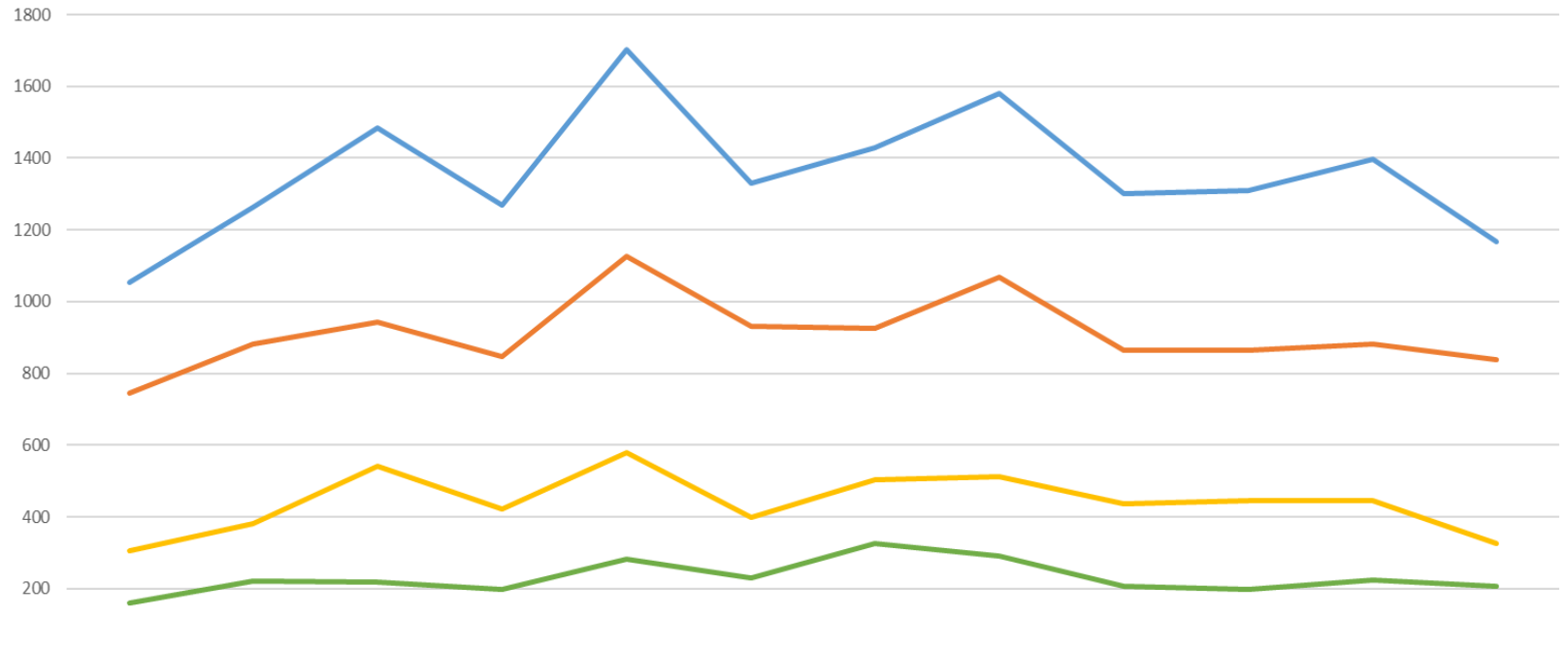
- (1) the office's operating budget
- (2) the number of positions maintained for office staff
- (3) the number of accused persons who were released by a court on personal bond
- (4) the number of accused persons who failed to attend a scheduled court appearance or was arrested again while on said bond

# GALVESTON COUNTY PERSONAL BOND DEPARTMENT

## Personal Bond

- Operates 24 hours a day, 7 days a week
- Operational Budget: \$1.15 mil for 15 FTE
- Complete financial affidavits for all on-view and warrant bookings into the jail
- Provides Pretrial Assessment information for all eligible Personal Bond cases to the Magistrate and Jail Docket Courts
- Compliance checks and court reminders for clients assigned to the department
- Dedicated Supervision Team attends court for non-compliant cases and provide community resource support

Bookings Initiated, Financial Affidavit Completed and Cases sent to Bail Review



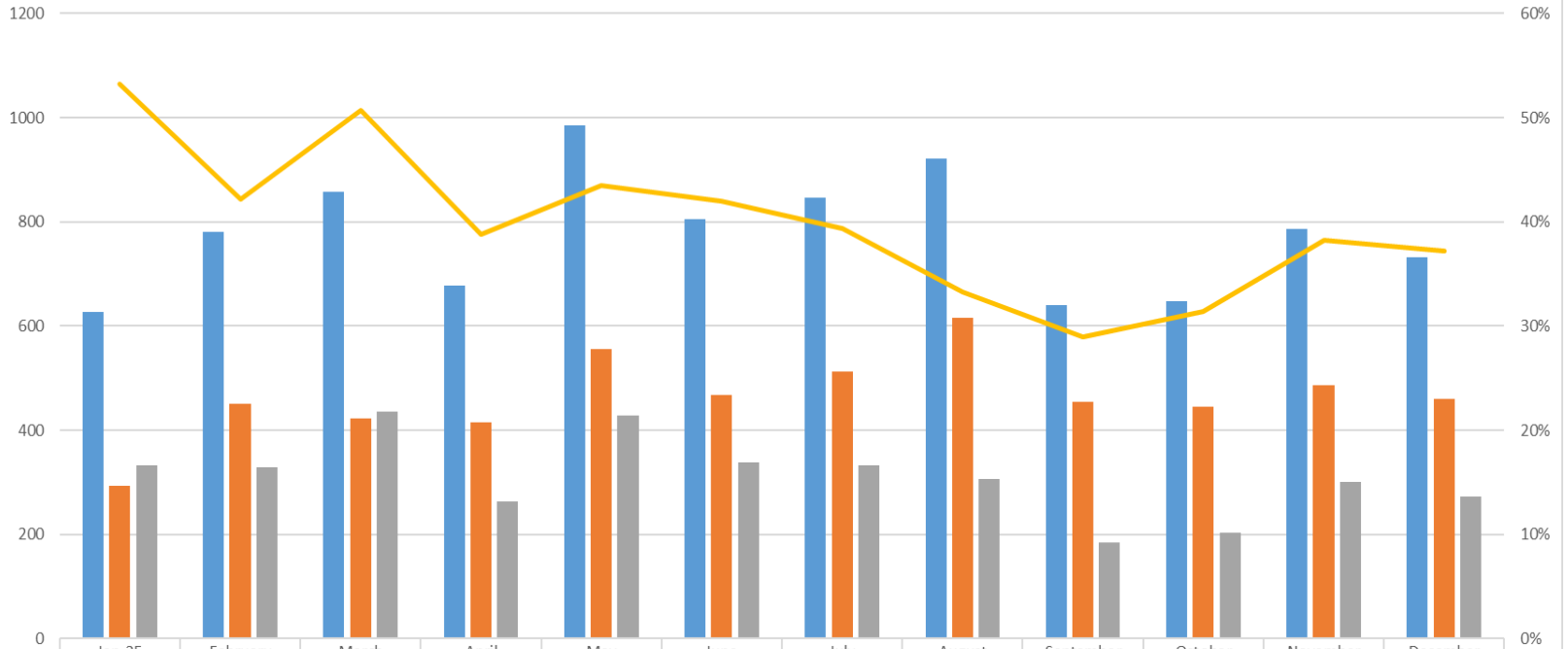
|                    | Jan-25 | February | March | April | May  | June | July | August | September | October | November | December |
|--------------------|--------|----------|-------|-------|------|------|------|--------|-----------|---------|----------|----------|
| Bookings Initiated | 1053   | 1263     | 1485  | 1269  | 1703 | 1331 | 1430 | 1579   | 1301      | 1311    | 1397     | 1166     |
| FA Completed       | 746    | 881      | 944   | 846   | 1125 | 932  | 926  | 1068   | 864       | 865     | 883      | 839      |
| FA Not Provided    | 307    | 382      | 541   | 423   | 578  | 399  | 504  | 511    | 437       | 446     | 446      | 327      |
| Bail Review        | 161    | 221      | 219   | 198   | 283  | 230  | 327  | 292    | 208       | 197     | 224      | 206      |

— Bookings Initiated — FA Completed — FA Not Provided — Bail Review

The Personal Bond Office provided 10,919 Financial Affidavit Interviews in 2025. This is 15% more than 2024.

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

Total Eligible Releases, Type and % to PBO



|                         |     |     |     |     |     |     |     |     |     |     |     |     |
|-------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Total Eligible Releases | 626 | 780 | 858 | 678 | 984 | 805 | 846 | 922 | 639 | 647 | 787 | 732 |
| Releases to Surety      | 293 | 451 | 423 | 415 | 556 | 467 | 513 | 615 | 454 | 444 | 486 | 460 |
| Releases to PBO         | 333 | 329 | 435 | 263 | 428 | 338 | 333 | 307 | 185 | 203 | 301 | 272 |
| % to PBO                | 53% | 42% | 51% | 39% | 43% | 42% | 39% | 33% | 29% | 31% | 38% | 37% |

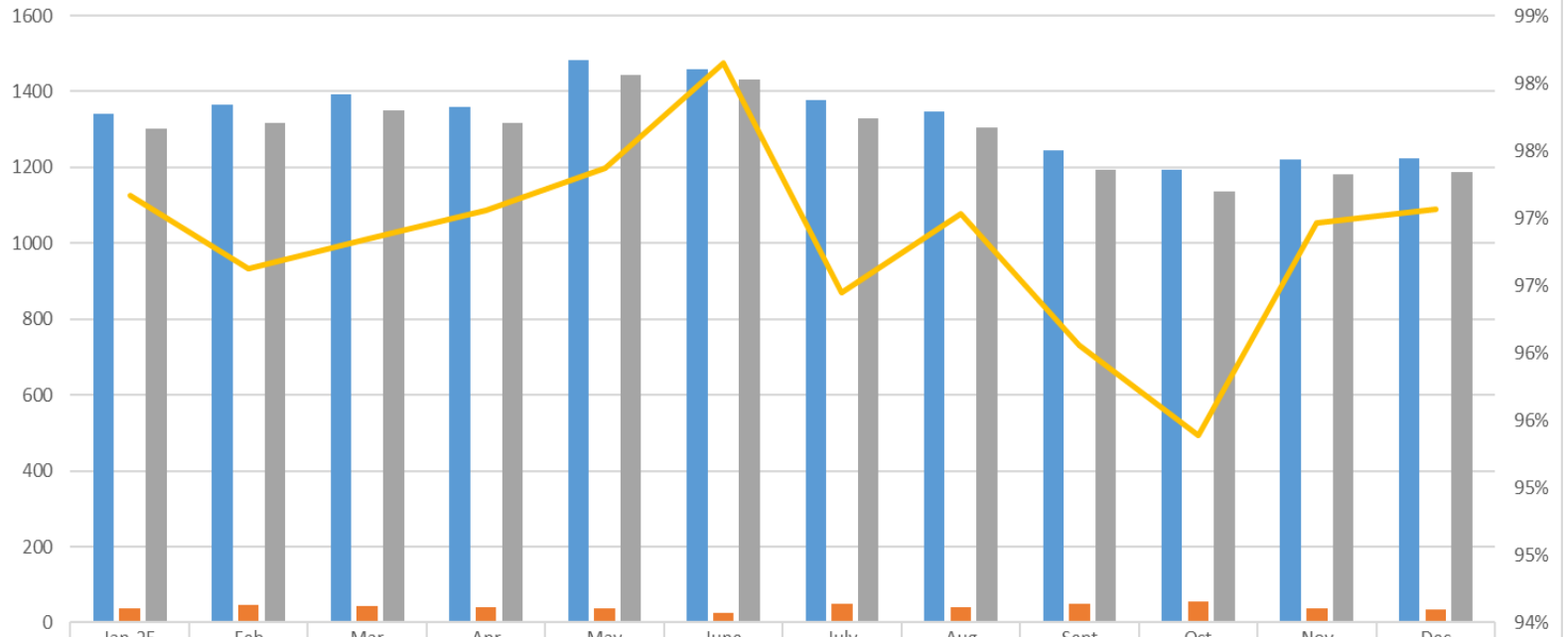
Total Eligible Releases Releases to Surety Releases to PBO % to PBO

The Personal Bond Office completed 3585 personal bonds in 2025.

Galveston County releases 40% of those eligible for Personal Bond on Personal Bond.

The State average is 11%

### Personal Bond Compliance Report based on Monthly Average Population



|                         |      |      |      |      |      |      |      |      |      |      |      |      |
|-------------------------|------|------|------|------|------|------|------|------|------|------|------|------|
| Total Active Population | 1340 | 1364 | 1393 | 1358 | 1482 | 1458 | 1378 | 1346 | 1244 | 1193 | 1220 | 1225 |
| Total Forfeitures       | 38   | 46   | 44   | 40   | 39   | 27   | 49   | 40   | 49   | 55   | 37   | 36   |
| Total in Compliance     | 1302 | 1318 | 1349 | 1318 | 1443 | 1431 | 1329 | 1306 | 1195 | 1138 | 1183 | 1189 |
| % in Compliance         | 97%  | 97%  | 97%  | 97%  | 97%  | 98%  | 96%  | 97%  | 96%  | 95%  | 97%  | 97%  |

■ Total Active Population   
 ■ Total Forfeitures   
 ■ Total in Compliance   
 — % in Compliance

Personal Bond overall monthly compliance has been at 95% or better.



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*10.**

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Receive and file notification for transfer of funds from Sheriff's Unreserved Fund Balance to Sheriff's Expenditure Account in Fund 2242 - Sheriff's Forfeiture Fund submitted by County Auditor

### Approval History

| Seq # | Approver        | Action  | Action Date     |
|-------|-----------------|---------|-----------------|
| 1     | Dianna Martinez | Approve | 4/6/26 12:50 pm |



# Galveston County Sheriff's Office

Jimmy Fullen, Sheriff

March 30, 2026

**To:** Galveston County Judge Mark Henry and member of the Commissioner's Court of Galveston County

Gentlemen,

Please accept this letter supporting my request for the transfer of \$100,000 from the "Unreserved Fund Balance" (2242-000000-3532001) to the FY' 2026 expenditure account specified below.

2242-211101

5310000 Extraordinary Supplies

Respectfully Submitted,

A handwritten signature in blue ink that reads "Jimmy Fullen".

Jimmy Fullen

Sheriff

Galveston County Sheriff's Office

409-766-2301

*Courtesy, Protection, Service*



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 04/13/2026 : BAT-0000607

**Company** The County of Galveston  
**Plan Template** Annual Budget Detail : FY26 Amended Budget  
**Plan** FY26 Amended Budget  
**Organizing Dimension Type**  
**Amendment ID** BAT-0000607  
**Amendment Date** 04/13/2026  
**Description** FY26 Add'l Receive and File for Fund 2242 - Sheriff Forfeitures Extraordinary Supplies  
**Amendment Type** Receive and File  
**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) | 5310000:Administrative Supplies | 211101 Sheriff Administration | 2242 Sheriff's Forfeitures After 10/89 Fund |                  | Extraordinary Supplies |         |         | \$100,000.00 | \$0.00        | FY26 Add'l Receive and File for Fund 2242 - Sheriff Forfeitures Extraordinary Supplies |            |

Recieve and File Fund 2242 04.13.26.docx

**File Name** Recieve and File Fund 2242 04.13.26.docx  
**Content Type** application/vnd.openxmlformats-officedocument.wordprocessingml.document  
**Updated By** Lauren Swift  
**Upload Date** 03/30/2026 04:23:58 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 | 03/30/2026 04:23:59 PM | 03/31/2026 | Lauren Swift                     | 1           |         |
| Budget Amendment Event | Approval by Budget Specialist                                | Not Required   |                        | 03/31/2026 |                                  | 0           |         |
| Budget Amendment Event | Approval by Sponsored Programs Manager                       | Not Required   |                        | 03/31/2026 |                                  | 0           |         |
| Budget Amendment Event | Approval by Accounting Operations Lead or Payroll Accountant | Approved       | 03/30/2026 04:27:07 PM |            | Donna Green (Payroll Accountant) | 1           |         |



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 04/13/2026 : BAT-0000607

| Process                | Step                            | Status          | Completed On | Due Date   | Person (Up to 5)  | All Persons | Comment |
|------------------------|---------------------------------|-----------------|--------------|------------|---|-------------|---------|
|                        |                                 |                 |              |            |   |             |         |
| Budget Amendment Event | Approval by Cost Center Manager | Not Required    |              | 03/31/2026 |   | 0           |         |
| Budget Amendment Event | Approval by Budget Manager      | Not Required    |              | 03/31/2026 |   | 0           |         |
| Budget Amendment Event | Approval by Finance Executive   | Awaiting Action |              | 04/01/2026 | Christie Motogbe (Finance Executive)<br>Sergio Cruz (Finance Executive) | 2           |         |



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*11.**

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Consideration of a resolution designating the week of April 25 - May 6, 2026 as Texas Soil and Water Stewardship Week submitted by Commissioner, Precinct 2

### Approval History

| Seq # | Approver        | Action  | Action Date      |
|-------|-----------------|---------|------------------|
| 1     | Dianna Martinez | Approve | 3/27/26 10:24 am |



# COUNTY OF GALVESTON

On this the 13<sup>th</sup> day of April, 2026, the **Commissioners' Court of Galveston County, Texas** convened in a regular scheduled meeting with the following members thereof present:

**Mark A. Henry, County Judge;**  
**Darrell 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**, Conservation Districts were born out of the 'Dust Bowl' years of the 1930s to address America's devastating soil erosion; and to assist in soil and water conservation, Texas established the **Texas State Soil and Water Conservation Board** to help preserve soil and water, protect the state's tax base and promote health, safety and public welfare for the people of Texas; and

**Whereas**, the stewardship concept involves personal and social responsibility, including a duty to learn about and improve natural resources as we use them wisely; and that effective conservation practices provide the soil, water, animals, plants and air that can ensure a rich standard of living for future generations; and

**Whereas**, "**Soil. Where it all Begins**" is the theme for the 2026 **Texas Soil and Water Stewardship Week**; which brings into focus the vital yet overlooked realm of soil health, and recognizes soil as the foundation of life, productivity, and resilience across Texas. Texas is intimately connected to its land and the essential role that soil plays not only in sustaining our agriculture and natural landscapes, but also in ensuring the overall health of our environment. The objective is to deepen the understanding that healthy soil supports everything we depend on. From the food on our plates to the clothes on our backs, the foundation of our homes and offices, to the working lands and city parks, soil plays a critical role in sustaining both natural resources and local economies. Healthy soil plays a key role in safeguarding water resources, agricultural productivity, and wildlife habitats; and

**Whereas**, stewardship calls for each person to help conserve these precious resources; please support water conservation projects and soil health as our survival and continued production and access to quality food and water depends upon the robust management of diverse natural resources nationwide; and

**Whereas**, **Texas Soil and Water Stewardship Week** not only recognizes that the abundance of our agricultural products and the quality of life we enjoy are dependent upon the proper use and management of soil and water resources but also is an opportunity to recognize all that has been accomplished through efforts to prevent soil erosion, protect water quality, and appreciate the intricate relationship between soil and water. Healthy soil and clean water benefit everyone. This impressive event should be called to the public's attention.

**Now, Therefore be it Resolved** that the **Commissioners' Court of Galveston County**, in an effort to remind the public of the essential need for soil and water conservation does hereby designate the week of **April 25 to May 6, 2026** as **Texas Soil and Water Stewardship Week** in all of Galveston County and calls upon all citizens and residents to work responsibly toward the protection and conservation of our precious soil and water to help ensure they will continue to be available for future generations.

**Upon Motion Duly Made and Seconded**, the above Resolution was passed on this 13<sup>th</sup> day of April, 2026.

Attest:

County of Galveston, Texas

By:

\_\_\_\_\_  
Dwight D. Sullivan, County Clerk

\_\_\_\_\_  
Mark A. Henry, County Judge

\_\_\_\_\_  
Darrell 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

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

**\*12.**

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Consideration of resolution declaring intent to reimburse 2025 bond projects submitted by  
Professional Services

### Approval History

| Seq # | Approver        | Action  | Action Date    |
|-------|-----------------|---------|----------------|
| 1     | Dianna Martinez | Approve | 4/6/26 1:29 pm |

**RESOLUTION \_\_\_\_\_**

**RESOLUTION OF THE COMMISSIONER'S COURT OF GALVESTON COUNTY  
EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED**

THE STATE OF TEXAS §  
COUNTY OF GALVESTON §

WHEREAS, Galveston County, Texas, (the "County"), is authorized to finance its activities by issuing obligations pursuant to the Texas Government Code and Texas Local Government Code, the interest on which is excludable from gross income for federal income tax purposes ("Tax-Advantaged Obligations"), pursuant to Section 103 of the Internal Revenue of 1986, as amended (the "Code");

WHEREAS, the County has made, within the last 60 days, and will continue to make payments with respect to the acquisition of the projects described on Exhibit A attached hereto (the "Financed Facilities and Improvements"); and

WHEREAS, the County reasonably expects to issue Tax-Advantaged Obligations to reimburse itself for the costs associated with the Financed Facilities and Improvements; and

WHEREAS, the County desires to reimburse itself for the costs associated with the Financed Facilities and Improvements from the proceeds of Tax-Advantaged Obligations to be issued subsequent to the date hereof; and

NOW, THEREFORE, be it resolved that:

**Section 1.** The County hereby declares its intent to reimburse itself for all costs paid within the last 60 days and that will be paid subsequent to the date hereof in connection with the acquisition of the Financed Facilities and Improvements from the proceeds of Tax-Advantaged Obligations to be issued subsequent to the date hereof. The County intends that the adoption of this Resolution confirm and constitutes the "official intent" of the County within the meaning of Treas. Reg. § 1.150-2 promulgated under the Code.

**Section 2.** The County reasonably expects that the maximum principal amount of Tax-Advantaged Obligations issued by the County to finance costs associated with the Financed Facilities and Improvements will not exceed \$3,000,000.00.

**Section 3.** Each expenditure to be reimbursed pursuant to this Resolution was or will be, unless otherwise approved by bond counsel, either (a) of a type properly chargeable to capital account under general federal income tax principles (determined as of the date of the expenditure), or (b) a cost of issuance with respect to bonds issued for the Financed Facilities and Improvements.

**Section 4.** The County intends to make a reimbursement allocation, which is a written allocation by the County that evidences the County's use of proceeds of bonds issued for the Financed Facilities and Improvements to reimburse an expenditure, no later than 18 months after the later of the date on which the expenditure is paid or the Financed Facilities and Improvements

are placed in service or abandoned, but in no event more than three years after the date on which the expenditure is paid, subject to exceptions available under Treas. Reg. § 1.150-2(f) for certain “preliminary expenditures,” costs of issuance, and certain *de minimis* amounts.

**Section 5.** This Resolution will be kept in the books and records maintained by the County with respect to the Tax-Advantaged Obligations and shall take effect immediately.

PASSED AND APPROVED this 13<sup>th</sup> day of April, 2026.

---

County Judge  
Galveston County, Texas

ATTEST:

---

County Clerk  
Galveston County, Texas

**EXHIBIT A**

**Financed Facilities and Improvements**

Item or Fund - - Described by Character, Type or Purpose

|   |             |
|---|-------------|
| The acquisition, construction and improvement of Flood Control facilities and any related road and bridge improvements: | \$3,000,000 |
|---|-------------|



**GALVESTON COUNTY, TEXAS**  
**COMMISSIONERS COURT**

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

**\*13.**

---

**Contract Approval Request Form**

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

- 1) **Date of Request:** 3/18/2026
- 2) **Contract Type:** Revenue
- 3) **Renewal Contract:** No
- 4) **Department Name:** Information Technology
- 5) **Department Contact:** Misty Witmer
- 6) **Description:** Consideration of approval of Interlocal Cooperative Agreement for Galveston County Public Safety Consortium On-Premise and Cloud-Based Motorola PremierOne CAD/RMS System with the City of Hitchcock submitted by Information Technology
- 7) **PEID No:** 033027
- 8) **Req No:** N/A
- 9) **Orgkey:** 1101
- 10) **Object Code:** N/A
- 11) **Vendor:** City of Hitchcock
- 12) **Vendor Contract No:**

**Expenditure Budget/Revenue Projections**

- 13) **Fund Name:** Revenue
- 14) **Fund #:** 1101
- 15) **Current Year Budgeted:**
- 16) **Current Year Projected:** \$14,878.60
- 17) **Year 2:** \$7,579.00
- 18) **Year 3:** \$7,579.00
- 19) **Year 4:** \$7,579.00
- 20) **Year 5:** \$7,579.00
- 21) **Totals:**

**To Be Completed by Purchasing Department**

- 22) **Contract Start Date:** 3/1/2026
- 23) **Auto Renewal Contract:** No
- 24) **Bid No:** N/A
- 25) **Contract End Date:** 2/28/2031

**26) Contract # Issued by Purchasing Department: SC-0001033**

**NOTES:**

**Approval History**

| Seq #         | Approver              | Action     | Action Date      |
|---------------|-----------------------|------------|------------------|
| 1             | Veronica Van Horn     | Disapprove | 3/3/26 1:49 pm   |
| <b>Notes:</b> | CAR required-VVH      |            |                  |
| 2             | Lauren Michaels       | Approve    | 3/18/26 11:00 am |
| 3             | Misty Witmer          | Approve    | 3/18/26 3:27 pm  |
| 4             | Melissa Fleming       | Approve    | 3/19/26 3:01 pm  |
| 5             | Francisco Rodriguez   | Approve    | 3/19/26 4:22 pm  |
| 6             | Rodolfo Gomez         | Escalated  | 3/23/26 5:18 pm  |
| 7             | Christian Monterrubio | Escalated  | 3/24/26 5:19 pm  |
| 8             | Diana Huallpa         | Escalated  | 3/25/26 5:19 pm  |
| 9             | Christian Monterrubio | Approve    | 3/26/26 1:41 pm  |
| 10            | Diana Huallpa         | Approve    | 3/26/26 2:00 pm  |
| 11            | Sergio Cruz           | Approve    | 3/27/26 11:58 am |
| 12            | Veronica Van Horn     | Approve    | 4/6/26 11:02 am  |

## **INTERLOCAL COOPERATION AGREEMENT**

### **FOR PARTICIPATION IN THE GALVESTON COUNTY PUBLIC SAFETY CONSORTIUM**

### **ON-PREMISE AND CLOUD-BASED MOTOROLA PREMIERONE CAD/RMS SYSTEM**

---

#### **ARTICLE I – PARTIES AND AUTHORITY**

This Interlocal Cooperation Agreement (“Agreement”) is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, by and between Galveston County, Texas (“Host Agency”), acting by and through its Commissioners Court, and City of Hitchcock, Texas (“Hostee Agency”), each being a “local government” as defined in Chapter 791. This Agreement has been duly authorized by the governing bodies of each Party in accordance with Texas Government Code §791.011(d)(1). Nothing in this Agreement shall be construed to create a joint enterprise, joint venture, or joint and several liability between the Parties.

---

#### **ARTICLE II – PURPOSE**

The purpose of this Agreement is to establish the terms under which Hostee Agency may participate in the Galveston County Public Safety Consortium and utilize the Motorola PremierOne Computer-Aided Dispatch (CAD) and Records Management System (RMS) hosted on infrastructure owned and administered by Galveston County. The Agreement enhances regional public safety coordination, improves operational efficiency, and ensures compliance with applicable security requirements. This Agreement further promotes interoperability and continuity of operations across Galveston County law enforcement agencies, consistent with Texas public safety collaboration standards. This Agreement does not obligate Galveston County to provide dispatching, call-taking, or operational public safety services.

---

#### **ARTICLE III – TERM**

This Agreement shall commence on March 1, 2026, and remain in effect until terminated in accordance with Article XI.

Unless otherwise terminated, this Agreement shall automatically renew for successive one-year terms upon mutual agreement of the Parties. Automatic renewal shall not require execution of a new interlocal agreement unless material terms are amended.

The Parties shall review and reauthorize this Agreement at least once every five (5) years to ensure compliance with applicable law, CJIS Security Policy, and consortium requirements.

---

#### **ARTICLE IV – GOVERNANCE**

Galveston County shall serve as the governing authority for the Consortium. While the County retains final decision-making authority, it shall coordinate and cooperate with all participating agencies to ensure effective and efficient use of the PremierOne CAD/RMS system.

Galveston County shall establish a Consortium Advisory Committee composed of one representative from each Hostee Agency. The Committee shall meet periodically to provide input on operational priorities, upgrades, and best practices. Advisory recommendations shall be non-binding but will be given good-faith consideration by the Host Agency. Nothing in this Article shall limit the Host Agency's sole authority to configure, administer, or secure the system.

Galveston County will provide Hostee Agencies with reasonable advance notice of any system-wide configuration changes, upgrades, or policy modifications affecting consortium operations.

Any Hostee Agency-requested changes to the CAD/RMS system must be submitted in writing via email to the Galveston County Department of Enterprise Services Service Desk ([tickets@galvestoncountytx.gov](mailto:tickets@galvestoncountytx.gov)) for review.

---

#### **ARTICLE V – HOST AGENCY RESPONSIBILITIES**

The Host Agency shall:

1. Provide hosting, system administration, and infrastructure support for the PremierOne CAD/RMS system, whether on-premise, cloud-based, or hybrid, as applicable.
2. Maintain the on-premise servers, storage, networking, and security architecture supporting the system, and coordinate with Motorola Solutions, Inc. for any cloud-based system components.
3. Provide and manage a virtual private network (VPN) service for Hostee Agencies, unless the Hostee Agency has entered into a domain trust agreement with Galveston County.

- a. Agencies entering into a domain trust agreement must meet all Galveston County security protocols and provide their own VPN solution for their devices.
4. Coordinate upgrades, patches, and vendor support with Motorola Solutions, Inc., covering both on-premise and cloud-based modules.
5. Maintain and monitor all system interface connections between the PremierOne CAD/RMS system and other authorized applications, databases, or systems used by the Consortium.
6. The Host Agency shall maintain all required CJIS documentation related to hosting, system administration, vendors, and contracted support entities. The Host Agency shall ensure that any vendors with access to Criminal Justice Information (CJI) meet all CJIS and TLETS requirements, including maintaining current CJIS Security Addenda.
7. The Host Agency shall ensure interface stability, coordinate with third-party vendors as needed, and notify Hostee Agencies of outages or required updates.
8. Motorola costs associated with agency-specific interface development or maintenance will be billed by Galveston County to the requesting agency in accordance with Article VIII (Costs and Payment).
9. Provide cost estimates for labor-intensive customization requests submitted under Article X, including those requiring coordination with Motorola. Galveston County may recover reasonable staff time associated with vendor coordination, interface troubleshooting, or agency-specific support.
10. Use commercially reasonable efforts to maintain system availability but does not guarantee uninterrupted service. Galveston County shall not be liable for service interruptions or performance issues caused by Motorola Solutions, Inc. or any third-party provider.
11. Maintain system audit logs in accordance with CJIS Security Policy and make them available for inspection as required.

---

## **ARTICLE VI – HOSTEE AGENCY RESPONSIBILITIES**

The Hostee Agency shall:

Ensure that all personnel accessing the PremierOne CAD/RMS comply with the CJIS Security Policy and maintain required fingerprint-based background checks, training, and recertifications. Hostee Agencies to certify compliance annually.

Hostee Agencies with in-house technical resources shall assume responsibility of account creation, user provisioning, training coordination, and compliance oversight in alignment with established Galveston County security and integration standards.

Ensure full compliance with TCIC/TLETS policies and requirements, including timely completion of all required CJIS and TLETS audits.

Use the VPN service provided by Galveston County for remote or mobile access to the system unless the Hostee Agency has established a domain trust agreement with Galveston County.

Agencies with an approved domain trust agreement must meet all Galveston County protocols and, at a minimum, implement CJIS policy-level encryption for all PremierOne CAD/RMS connections and transmissions of data.

- Such agencies must also provide and manage their own VPN services and licenses when required by CJIS standards or Galveston County protocols.

Ensure that all devices used to access the system are government-owned and mobile devices (laptops, tablets, and cellular devices) used to access the system are:

- Enrolled in and managed through a Mobile Device Management (MDM) application (either the Hostee Agency's MDM or Galveston County's MDM, subject to approval), and
- Configured to route system traffic exclusively through the required VPN connection or, if under a domain trust agreement, through encryption and VPN solutions meeting CJIS Security Policy requirements.

Prohibit the installation or use of PremierOne applications on personally owned devices under all circumstances, except where expressly approved in writing following a formal security review by the Galveston County Department of Enterprise Services. Violation constitutes a material breach of this agreement.

Report any security incidents, unauthorized access, or compliance deficiencies immediately upon discovery, but no later than twenty-four (24) hours after discovery, to the Galveston County Department of Enterprise Services Service Desk. Hostee Agencies must cooperate fully with investigations.

---

## **ARTICLE VII – DATA OWNERSHIP, SHARING, AND PUBLIC INFORMATION ACT**

1. Each Party retains sole ownership of all data it enters, transmits, or generates in the PremierOne CAD/RMS ("Agency Data").

2. Agency Data may be accessed by other authorized consortium participants solely for legitimate public safety purposes, including dispatching, incident response, investigations, and reporting.
3. All data sharing must conform to the CJIS Security Policy, TCIC/TLETS regulations, and other applicable state and federal laws.
4. No Party shall disseminate another Party's Agency Data outside the system except:
  - a. As required by law;
  - b. Pursuant to court order; or
  - c. With prior written consent of the owning Party.
  - d. Each Party is solely responsible for responding to Public Information Act requests for its own Agency Data.
5. Both Galveston County and Hostee Agencies shall comply with the Texas Local Government Code, Chapter 203, the CJIS Security Policy, TLETS/TCIC and any applicable court orders of expunction.
6. Any Hostee Agency requesting record removal or deletion must submit a written request with supporting documentation, i.e., certified court orders to Galveston County, which will be reviewed by Galveston County Legal as necessary.
7. Upon termination of this Agreement, the Hostee Agency shall retain rights to its Agency Data. For one year after termination, Galveston County shall provide, upon written request, a copy of such data in a mutually agreed format and, upon written request, shall disable access by other consortium members.
8. Data extraction and conversion requests may be subject to reasonable cost recovery for staff time, media, and formatting.

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1. All Parties must adhere to CJIS Security Policy controls regarding logical access, physical access, personnel, and encryption.
2. Hostee Agency facilities where CAD/RMS terminals or servers are housed must comply with CJIS physical security requirements.

3. All Hostee Agency personnel with access to criminal justice information must maintain current CJIS and TLETS certifications and cooperate with all audits conducted by Galveston County, DPS or FBI; failure to cooperate with audits constitutes a material breach of this agreement.
  4. Failure to remedy audit findings within timelines set by DPS, FBI, or Galveston County shall constitute a material breach of this Agreement. Hostee Agency to remediate findings at its own cost.
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5. County reserves the right to suspend access immediately for critical security violations.
  6. Each Party shall promptly provide documentation necessary to support CJIS, TLETS, DPS, or FBI audits upon request from Galveston County or an authorized auditing authority.

## ARTICLE IX – COSTS AND PAYMENT

1. **Cost Allocation.** Hostee Agency shall pay its share of the costs associated with the PremierOne CAD/RMS system based on the number of devices on which the CAD and RMS applications are installed for that agency's use, any Motorola or Galveston County integration connection costs, plus a ten percent (10%) administrative fee to cover consortium governance, overhead, and administrative costs incurred by Galveston County.
  - a. Motorola costs associated with agency-specific application integrations shall also be billed by Galveston County to the requesting agency.
  - b. The Hostee Agency shall be responsible for paying any fees or costs charged by application vendors for such integrations.
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  - a. Galveston County shall maintain a detailed accounting of consortium costs and make such records available to Hostee Agencies upon reasonable request.
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  5. **Non-Payment.** Failure to pay the allocated costs within the time required shall constitute a material breach of this Agreement and may result in suspension or termination of Hostee Agency's access to the CAD/RMS system pursuant to Article XI (Termination). In addition, Galveston County will have explicit authority to **suspend access immediately** if non-payment creates a CJIS or operational risk.
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## **ARTICLE X – OPERATING RULES AND CUSTOMIZATION**

1. All Hostee Agencies agree to follow consortium-wide protocols established by Galveston County to maintain system integrity and security.
  2. Local customization may occur provided it does not impair system functionality or security.
  3. Requests for CAD or RMS customization submitted within six (6) months of implementation and to be made by Galveston County personnel will be reviewed, and if approved, will be provided at no cost.
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  5. Customizations must not degrade system performance, and Galveston County may reject requests for any reason.
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## **ARTICLE XI – TERMINATION**

1. Either Party may voluntarily withdraw with ninety (90) days' advance written notice. The withdrawing agency shall have one (1) year from the withdrawal date to copy, but not delete, its Agency Data.
2. Either Party may terminate immediately for material breach, including non-compliance with CJIS or TCIC/TLETS requirements.

3. Galveston County may expel a Hostee Agency upon ninety (90) days' written notice for repeated or unremedied material breaches, including non-payment or security violations.
  4. Galveston County will immediately terminate a Hostee Agency for severe security breaches.
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## **ARTICLE XII – DISPUTE RESOLUTION**

1. Disputes not resolved at the staff level shall be submitted to the Galveston County Department of Enterprise Services PremierOne Program Manager.
  2. If unresolved, disputes shall be escalated to the Chief Information Officer of Galveston County.
  3. If still unresolved, the dispute shall be submitted to non-binding mediation in Galveston County, Texas, before either Party may pursue judicial remedies. Mediation costs will be shared equally.
  4. The Parties agree that mediation is a condition precedent to filing any legal action relating to this Agreement.
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## **ARTICLE XIII – GENERAL PROVISIONS**

1. **Non-Assignment.** No Party may assign this Agreement without prior written consent.
2. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
3. **Sovereign Immunity.** Nothing herein waives any Party's sovereign or governmental immunity.

4. Force Majeure. Neither Party shall be liable for delays or failures in performance caused by acts of God, natural disasters, cyber incidents, labor disputes, or other events beyond their reasonable control.
5. Entire Agreement. This document constitutes the full agreement.
6. Amendments and Addenda. Any modifications to this Agreement, including adjustments to cost allocations, shall be set forth in a written addendum approved and executed by Galveston County and the Hostee Agency. Such addenda shall be deemed incorporated into this Agreement upon full execution.
7. Venue and Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas, with venue proper in Galveston County, Texas.
8. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be deemed modified to the minimum extent necessary to make it enforceable while preserving, to the fullest extent possible, the original intent of the Parties.
9. Survival. The Parties agree that the following obligations shall survive termination or expiration of this Agreement for any reason:
  - all duties relating to the handling, protection, retention, return, and destruction of Agency Data;
  - all confidentiality, cybersecurity, and CJIS/TLETS compliance obligations;
  - all audit-related duties, including cooperation with DPS, FBI, or Galveston County audits initiated prior to or arising from events occurring during the term of this Agreement;

## NOTICE

All notices, requests, demands, and other communications required or permitted under this Agreement must be in writing and shall be deemed given only when delivered by one of the following methods:

1. **Personal delivery**, effective upon receipt;
2. **Certified mail, return receipt requested**, postage prepaid, effective on the date of delivery as shown on the return receipt;
3. **Nationally recognized overnight courier**, effective on the date the courier confirms delivery; or
4. **Email**, provided it is sent to the official email address designated below.

Notices shall be sent to the following addresses, or to such other address as a Party may designate in writing:

**For Galveston County:** Galveston County Judge 722 Moody Avenue (21st Street)  
Galveston, Texas 77550 Email: [margo.ihde@galvestoncountytexas.gov](mailto:margo.ihde@galvestoncountytexas.gov)

With a copy to: Galveston County Enterprise Service Department 722 Moody Avenue  
(21st Street), 6<sup>th</sup> Floor, Galveston, Texas 77550

**For Hostee Agency:** City of Hitchcock City Manager, 8102 Highway 6, P.O. Box 48,  
Hitchcock, TX 77563. Email: [financedir@cityofhitchcock.org](mailto:financedir@cityofhitchcock.org)

Notice is deemed effective only as provided above. Failure to update a Party's notice  
address does not invalidate proper notice sent to the last address provided in writing.

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#### **ARTICLE XIV – DATA SHARING AGREEMENT WITH MOTOROLA**

Each participating law enforcement agency shall execute and maintain a CJIS Security  
Addendum and data sharing agreement with Motorola Solutions, Inc., as required by the  
FBI and the Texas Department of Public Safety CJIS Security Policy.

Each Hostee Agency shall provide Galveston County with documentation of its  
executed agreement within thirty (30) days of execution. This agreement shall govern  
Motorola's role as a service provider with access to criminal justice information and  
ensure compliance with CJIS requirements.

Failure by a Hostee Agency to maintain an active CJIS Security Addendum or data  
sharing agreement with Motorola shall constitute a material breach of this Agreement  
and may result in suspension or termination pursuant to Article XI.

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**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by their  
duly authorized representatives as of the Effective Date.

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#### **GALVESTON COUNTY, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF HITCHCOCK, TEXAS**

By: Marie Gelles

Name: Marie Gelles

Title: City Manager

Date: 2/17/2026

**ADDENDUM A**

**LICENSE FEE SCHEDULE**

**TO THE INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION IN THE GALVESTON COUNTY PUBLIC SAFETY CONSORTIUM**

**(MOTOROLA PREMIERONE CAD/RMS SYSTEM)**

This Addendum A is entered into by and between Galveston County, Texas (“Host Agency”) and the City of Hitchcock, Texas (“Hostee Agency”), pursuant to Article IX and Article XIII of the Interlocal Cooperation Agreement for Participation in the Galveston County Public Safety Consortium – Motorola PremierOne CAD/RMS System (the “Agreement”).

This Addendum is hereby incorporated into the Agreement and shall be effective upon execution by the Parties.

**I. INITIAL YEAR LICENSE FEES (From Go-Live)**

Effective upon go-live, the following cost structure shall apply:

| <b>Description</b> | <b>Quantity</b> | <b>Unit Cost</b> | <b>Total Cost</b>  |
|--------------------|-----------------|------------------|--------------------|
| RMS Licenses       | 18              | \$382.00         | \$6,876.00         |
| Mobile CAD         | 10              | \$665.00         | \$6,650.00         |
| Administrative Fee | 10%             |                  | \$1,352.60         |
| <b>Total</b>       |                 |                  | <b>\$14,878.60</b> |

*Note: This total includes license fees and a ten percent (10%) administrative fee, in accordance with Article IX (Cost Allocation) of the Agreement.*

**II. ANNUAL MAINTENANCE FEES (Years Two Through Five)**

Following go-live, the Hostee Agency shall pay the following recurring annual maintenance fees:

| <b>Description</b> | <b>Quantity</b> | <b>Unit Cost</b> | <b>Total Cost</b> |
|--------------------|-----------------|------------------|-------------------|
| RMS Licenses       | 18              | \$155.00         | \$2,790.00        |
| Mobile CAD         | 10              | \$410.00         | \$4,100.00        |
| Administrative Fee | 10%             |                  | \$689.00          |
| <b>Total</b>       |                 |                  | <b>\$7,579.00</b> |

Fees may change annually based on Motorola pricing or consortium cost changes; additionally, license counts are subject to audit.

*Annual contributions are due in the first quarter of each fiscal year, as stated in Article IX of the Agreement.*



**GALVESTON COUNTY, TEXAS  
COMMISSIONERS COURT**

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

**\*14.**

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**Contract Approval Request Form**

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

- 1) **Date of Request:** 3/18/2026
- 2) **Contract Type:** Revenue
- 3) **Renewal Contract:** No
- 4) **Department Name:** Information Technology
- 5) **Department Contact:** Misty Witmer
- 6) **Description:** Consideration of approval of Interlocal Cooperative Agreement for Galveston County Public Safety Consortium On-Premise and Cloud-Based Motorola PremierOne CAD/RMS system with Clear Lake Shores submitted by Information Technology
- 7) **PEID No:** N/A
- 8) **Req No:** N/A
- 9) **Orgkey:** 1101
- 10) **Object Code:** N/A
- 11) **Vendor:** Clear Lake Shores
- 12) **Vendor Contract No:**

**Expenditure Budget/Revenue Projections**

- 13) **Fund Name:** Revenue
- 14) **Fund #:** 1101
- 15) **Current Year Budgeted:**
- 16) **Current Year Projected:** \$10,474.20
- 17) **Year 2:** \$5,483.50
- 18) **Year 3:** \$5,483.50
- 19) **Year 4:** \$5,483.50
- 20) **Year 5:** \$5,483.50
- 21) **Totals:**

**To Be Completed by Purchasing Department**

- 22) **Contract Start Date:** 3/1/2026
- 23) **Auto Renewal Contract:** No
- 24) **Bid No:** N/A
- 25) **Contract End Date:** 2/28/2031

**26) Contract # Issued by Purchasing Department: SC-0001034**

**NOTES:**

**Approval History**

| Seq #         | Approver              | Action     | Action Date      |
|---------------|-----------------------|------------|------------------|
| 1             | Veronica Van Horn     | Disapprove | 3/18/26 2:41 pm  |
| <b>Notes:</b> | Complete CAR          |            |                  |
| 2             | Lauren Michaels       | Approve    | 3/18/26 3:16 pm  |
| 3             | Misty Witmer          | Approve    | 3/18/26 3:27 pm  |
| 4             | Melissa Fleming       | Approve    | 3/19/26 3:06 pm  |
| 5             | Francisco Rodriguez   | Approve    | 3/19/26 4:22 pm  |
| 6             | Rodolfo Gomez         | Escalated  | 3/23/26 5:18 pm  |
| 7             | Christian Monterrubio | Escalated  | 3/24/26 5:19 pm  |
| 8             | Diana Huallpa         | Escalated  | 3/25/26 5:19 pm  |
| 9             | Christian Monterrubio | Approve    | 3/26/26 1:32 pm  |
| 10            | Diana Huallpa         | Approve    | 3/26/26 2:02 pm  |
| 11            | Sergio Cruz           | Approve    | 3/27/26 11:59 am |
| 12            | Veronica Van Horn     | Approve    | 4/6/26 11:11 am  |

## **INTERLOCAL COOPERATION AGREEMENT**

### **FOR PARTICIPATION IN THE GALVESTON COUNTY PUBLIC SAFETY CONSORTIUM**

### **ON-PREMISE AND CLOUD-BASED MOTOROLA PREMIERONE CAD/RMS SYSTEM**

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#### **ARTICLE I – PARTIES AND AUTHORITY**

This Interlocal Cooperation Agreement (“Agreement”) is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, by and between Galveston County, Texas (“Host Agency”), acting by and through its Commissioners Court, and City of Clear Lake Shores, Texas (“Hostee Agency”), each being a “local government” as defined in Chapter 791. This Agreement has been duly authorized by the governing bodies of each Party in accordance with Texas Government Code §791.011(d)(1). Nothing in this Agreement shall be construed to create a joint enterprise, joint venture, or joint and several liability between the Parties.

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#### **ARTICLE II – PURPOSE**

The purpose of this Agreement is to establish the terms under which Hostee Agency may participate in the Galveston County Public Safety Consortium and utilize the Motorola PremierOne Computer-Aided Dispatch (CAD) and Records Management System (RMS) hosted on infrastructure owned and administered by Galveston County. The Agreement enhances regional public safety coordination, improves operational efficiency, and ensures compliance with applicable security requirements. This Agreement further promotes interoperability and continuity of operations across Galveston County law enforcement agencies, consistent with Texas public safety collaboration standards. This Agreement does not obligate Galveston County to provide dispatching, call-taking, or operational public safety services.

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#### **ARTICLE III – TERM**

This Agreement shall commence on March 1, 2026, and remain in effect until terminated in accordance with Article XI.

Unless otherwise terminated, this Agreement shall automatically renew for successive one-year terms upon mutual agreement of the Parties. Automatic renewal shall not require execution of a new interlocal agreement unless material terms are amended.

The Parties shall review and reauthorize this Agreement at least once every five (5) years to ensure compliance with applicable law, CJIS Security Policy, and consortium requirements.

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#### **ARTICLE IV – GOVERNANCE**

Galveston County shall serve as the governing authority for the Consortium. While the County retains final decision-making authority, it shall coordinate and cooperate with all participating agencies to ensure effective and efficient use of the PremierOne CAD/RMS system.

Galveston County shall establish a Consortium Advisory Committee composed of one representative from each Hostee Agency. The Committee shall meet periodically to provide input on operational priorities, upgrades, and best practices. Advisory recommendations shall be non-binding but will be given good-faith consideration by the Host Agency. Nothing in this Article shall limit the Host Agency's sole authority to configure, administer, or secure the system.

Galveston County will provide Hostee Agencies with reasonable advance notice of any system-wide configuration changes, upgrades, or policy modifications affecting consortium operations.

Any Hostee Agency-requested changes to the CAD/RMS system must be submitted in writing via email to the Galveston County Department of Enterprise Services Service Desk ([tickets@galvestoncountytexas.gov](mailto:tickets@galvestoncountytexas.gov)) for review.

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#### **ARTICLE V – HOST AGENCY RESPONSIBILITIES**

The Host Agency shall:

1. Provide hosting, system administration, and infrastructure support for the PremierOne CAD/RMS system, whether on-premise, cloud-based, or hybrid, as applicable.
2. Maintain the on-premise servers, storage, networking, and security architecture supporting the system, and coordinate with Motorola Solutions, Inc. for any cloud-based system components.
3. Provide and manage a virtual private network (VPN) service for Hostee Agencies, unless the Hostee Agency has entered into a domain trust agreement with Galveston County.

- a. Agencies entering into a domain trust agreement must meet all Galveston County security protocols and provide their own VPN solution for their devices.
4. Coordinate upgrades, patches, and vendor support with Motorola Solutions, Inc., covering both on-premise and cloud-based modules.
5. Maintain and monitor all system interface connections between the PremierOne CAD/RMS system and other authorized applications, databases, or systems used by the Consortium.
6. The Host Agency shall maintain all required CJIS documentation related to hosting, system administration, vendors, and contracted support entities. The Host Agency shall ensure that any vendors with access to Criminal Justice Information (CJI) meet all CJIS and TLETS requirements, including maintaining current CJIS Security Addenda.
7. The Host Agency shall ensure interface stability, coordinate with third-party vendors as needed, and notify Hostee Agencies of outages or required updates.
8. Motorola costs associated with agency-specific interface development or maintenance will be billed by Galveston County to the requesting agency in accordance with Article VIII (Costs and Payment).
9. Provide cost estimates for labor-intensive customization requests submitted under Article X, including those requiring coordination with Motorola. Galveston County may recover reasonable staff time associated with vendor coordination, interface troubleshooting, or agency-specific support.
10. Use commercially reasonable efforts to maintain system availability but does not guarantee uninterrupted service. Galveston County shall not be liable for service interruptions or performance issues caused by Motorola Solutions, Inc. or any third-party provider.
11. Maintain system audit logs in accordance with CJIS Security Policy and make them available for inspection as required.

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## **ARTICLE VI – HOSTEE AGENCY RESPONSIBILITIES**

The Hostee Agency shall:

Ensure that all personnel accessing the PremierOne CAD/RMS comply with the CJIS Security Policy and maintain required fingerprint-based background checks, training, and recertifications. Hostee Agencies to certify compliance annually.

Hostee Agencies with in-house technical resources shall assume responsibility of account creation, user provisioning, training coordination, and compliance oversight in alignment with established Galveston County security and integration standards.

Ensure full compliance with TCIC/TLETS policies and requirements, including timely completion of all required CJIS and TLETS audits.

Use the VPN service provided by Galveston County for remote or mobile access to the system unless the Hostee Agency has established a domain trust agreement with Galveston County.

Agencies with an approved domain trust agreement must meet all Galveston County protocols and, at a minimum, implement CJIS policy-level encryption for all PremierOne CAD/RMS connections and transmissions of data.

- Such agencies must also provide and manage their own VPN services and licenses when required by CJIS standards or Galveston County protocols.

Ensure that all devices used to access the system are government-owned and mobile devices (laptops, tablets, and cellular devices) used to access the system are:

- Enrolled in and managed through a Mobile Device Management (MDM) application (either the Hostee Agency's MDM or Galveston County's MDM, subject to approval), and
- Configured to route system traffic exclusively through the required VPN connection or, if under a domain trust agreement, through encryption and VPN solutions meeting CJIS Security Policy requirements.

Prohibit the installation or use of PremierOne applications on personally owned devices under all circumstances, except where expressly approved in writing following a formal security review by the Galveston County Department of Enterprise Services. Violation constitutes a material breach of this agreement.

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2. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
3. **Sovereign Immunity.** Nothing herein waives any Party's sovereign or governmental immunity.

4. **Force Majeure.** Neither Party shall be liable for delays or failures in performance caused by acts of God, natural disasters, cyber incidents, labor disputes, or other events beyond their reasonable control.
5. **Entire Agreement.** This document constitutes the full agreement.
6. **Amendments and Addenda.** Any modifications to this Agreement, including adjustments to cost allocations, shall be set forth in a written addendum approved and executed by Galveston County and the Hostee Agency. Such addenda shall be deemed incorporated into this Agreement upon full execution.
7. **Venue and Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Texas, with venue proper in Galveston County, Texas.
8. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be deemed modified to the minimum extent necessary to make it enforceable while preserving, to the fullest extent possible, the original intent of the Parties.
9. **Survival.** The Parties agree that the following obligations shall survive termination or expiration of this Agreement for any reason:
  - all duties relating to the handling, protection, retention, return, and destruction of Agency Data;
  - all confidentiality, cybersecurity, and CJIS/TLETS compliance obligations;
  - all audit-related duties, including cooperation with DPS, FBI, or Galveston County audits initiated prior to or arising from events occurring during the term of this Agreement;

## NOTICE

All notices, requests, demands, and other communications required or permitted under this Agreement must be in writing and shall be deemed given only when delivered by one of the following methods:

1. **Personal delivery**, effective upon receipt;
2. **Certified mail, return receipt requested**, postage prepaid, effective on the date of delivery as shown on the return receipt;
3. **Nationally recognized overnight courier**, effective on the date the courier confirms delivery; or
4. **Email**, provided it is sent to the official email address designated below.

Notices shall be sent to the following addresses, or to such other address as a Party may designate in writing:

**For Galveston County:** Galveston County Judge 722 Moody Avenue (21st Street)  
Galveston, Texas 77550 Email: [margo.ihde@galvestoncountytexas.gov](mailto:margo.ihde@galvestoncountytexas.gov)

With a copy to: Galveston County Enterprise Service Department 722 Moody Avenue  
(21st Street), 6<sup>th</sup> Floor, Galveston, Texas 77550

**For Hostee Agency: Clear Lake Shores Police Dept., Chief David Donaldson,  
1006 South Shore Drive, Clear Lake Shores, Texas 77565 Email: Julie Criddle  
jcriddle@clearlakeshores – tx.gov.**

Notice is deemed effective only as provided above. Failure to update a Party's notice address does not invalidate proper notice sent to the last address provided in writing.

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#### **ARTICLE XIV – DATA SHARING AGREEMENT WITH MOTOROLA**

Each participating law enforcement agency shall execute and maintain a CJIS Security Addendum and data sharing agreement with Motorola Solutions, Inc., as required by the FBI and the Texas Department of Public Safety CJIS Security Policy.

Each Hostee Agency shall provide Galveston County with documentation of its executed agreement within thirty (30) days of execution. This agreement shall govern Motorola's role as a service provider with access to criminal justice information and ensure compliance with CJIS requirements.

Failure by a Hostee Agency to maintain an active CJIS Security Addendum or data sharing agreement with Motorola shall constitute a material breach of this Agreement and may result in suspension or termination pursuant to Article XI.

---

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

---

#### **GALVESTON COUNTY, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF CLEAR LAKE SHORES, TEXAS

By: Michael W. Kramm

Name: MICHAEL W KRAMM

Title: CITY ADMINISTRATOR

Date: 3-4-26

## ADDENDUM A

### LICENSE FEE SCHEDULE

#### TO THE INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION IN THE GALVESTON COUNTY PUBLIC SAFETY CONSORTIUM

#### (MOTOROLA PREMIERONE CAD/RMS SYSTEM)

This Addendum A is entered into by and between Galveston County, Texas (“Host Agency”) and the City of Clear Lake Shores, Texas (“Hostee Agency”), pursuant to Article IX and Article XIII of the Interlocal Cooperation Agreement for Participation in the Galveston County Public Safety Consortium – Motorola PremierOne CAD/RMS System (the “Agreement”).

This Addendum is hereby incorporated into the Agreement and shall be effective upon execution by the Parties.

#### I. INITIAL YEAR LICENSE FEES (From Go-Live)

Effective upon go-live, the following cost structure shall apply:

| Description        | Quantity | Unit Cost | Total Cost         |
|--------------------|----------|-----------|--------------------|
| RMS Licenses       | 11       | \$382.00  | \$4,202.00         |
| Mobile CAD         | 8        | \$665.00  | \$5,320.00         |
| Administrative Fee | 10%      |           | \$952.20           |
| <b>Total</b>       |          |           | <b>\$10,474.20</b> |

*Note: This total includes license fees and a ten percent (10%) administrative fee, in accordance with Article IX (Cost Allocation) of the Agreement.*

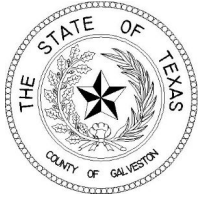
#### II. ANNUAL MAINTENANCE FEES (Years Two Through Five)

Following go-live, the Hostee Agency shall pay the following recurring annual maintenance fees:

| Description        | Quantity | Unit Cost | Total Cost        |
|--------------------|----------|-----------|-------------------|
| RMS Licenses       | 11       | \$155.00  | \$1,705.00        |
| Mobile CAD         | 8        | \$410.00  | \$3,280.00        |
| Administrative Fee | 10%      |           | \$498.50          |
| <b>Total</b>       |          |           | <b>\$5,483.50</b> |

Fees may change annually based on Motorola pricing or consortium cost changes; additionally, license counts are subject to audit.

*Annual contributions are due in the first quarter of each fiscal year, as stated in Article IX of the Agreement.*



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*15.**

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Consideration for authorization to extend the contract for ITB 25-040 Reinforced Concrete Pipe for Culverts submitted by the Purchasing Agent

### Approval History

| Seq # | Approver        | Action  | Action Date    |
|-------|-----------------|---------|----------------|
| 1     | Dianna Martinez | Approve | 4/1/26 2:23 pm |



**THE COUNTY OF GALVESTON**

**FRANK RODRIGUEZ**  
PURCHASING AGENT

**ASHLEY CLARK**  
ASST. PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

April 13, 2025

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

**Re: ITB 25-040, Reinforced Concrete Pipe for Culverts**  
**Contract #215240**

Gentlemen,

The contract associated with ITB 25-040, Reinforced Concrete Pipe for Culverts is scheduled for its second extension on April 30, 2026. The contracted vendor for this service is South Houston Concrete Pipe Co.

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,

A handwritten signature in cursive script, appearing to read "Frank Rodriguez", followed by a colon ":".

Frank Rodriguez  
Purchasing Agent  
County of Galveston



THE COUNTY OF GALVESTON

FRANK RODRIGUEZ  
PURCHASING AGENT

ASHLEY CLARK  
ASST. PURCHASING AGENT

COUNTY COURTHOUSE  
722 Moody (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

Wednesday, March 18, 2026

SOUTH HOUSTON CONCRETE PIPE CO.  
828 OLD GENOA RED BLUFF  
HOUSTON, TX 77034

Sent via email to: [matt@southhoustonconcrete.com](mailto:matt@southhoustonconcrete.com)

Subject: Award Term Notice of Renewal  
RE: Contract # 215240/Bid # 25-040  
Reinforced Concrete Pipe for Culverts

Dear Sir,

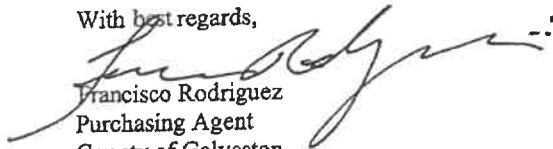
Pursuant to Contract No. 215240, Section 6 – Initial Term and Options to Renew, this letter serves as your official Notice of Renewal. The County of Galveston hereby confirms that your agreement has been automatically renewed for one (1) successive one-year term under the same terms, conditions, and pricing provisions.

The revised contract expiration date is now April 29, 2027.

Should you have any questions or require clarification regarding this renewal, please contact Elmi Perez at [Elmi.Perez@galvestoncountytexas.gov](mailto:Elmi.Perez@galvestoncountytexas.gov).

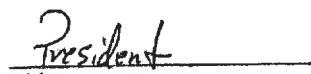
We value your continued partnership and look forward to another year of productive collaboration in service to Galveston County.


With best regards,

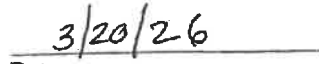
  
Francisco Rodriguez  
Purchasing Agent  
County of Galveston

South Houston Concrete Pipe Co, Acknowledges receipt of the above-referenced Renewal under the same terms and conditions.

  
Signature of Authorized Officer or Agent

  
Title

  
Name

  
Date



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*16.**

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Consideration for authorization to extend the contract for RFP #B242016, Evacuation  
Transportation Service submitted by the Purchasing Agent

### Approval History

| Seq # | Approver        | Action  | Action Date    |
|-------|-----------------|---------|----------------|
| 1     | Dianna Martinez | Approve | 4/1/26 2:43 pm |



**THE COUNTY OF GALVESTON**

**FRANK RODRIGUEZ**  
PURCHASING AGENT

**ASHLEY CLARK**  
ASST. PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

April 13, 2026

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

**Re:** RFP #B242016, Evacuation Transportation Service  
Contract #CM24213

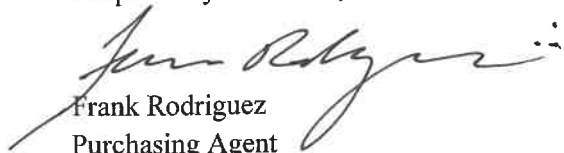
Gentlemen,

The contracts associated with RFP #B242016, Evacuation Transportation Service, are scheduled for their second extensions on August 5, 2026. The contracted vendors are SLSCO, Ltd. And AFC Transportation. 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 (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

Wednesday, March 18, 2026

SLSO LTD  
ATTN: SHERYL BLAIR  
13 EVIA MAIN  
GALVESTON, TX 77554

Sent via email to: [sblair@slsco.com](mailto:sblair@slsco.com)

Subject: Award Term Notice of Renewal  
RE: Contract # CM24213 / Bid # B242016 - EVACUATION TRANSPORTATION SERVICE

Dear Ms. Blair,

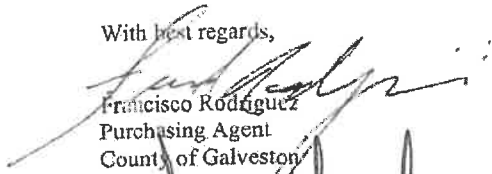
Pursuant to Contract No. CM24213, Section 6 – Initial Term and Options to Renew, this letter serves as your official Notice of Renewal. The County of Galveston hereby confirms that your agreement has been automatically renewed for one (1) successive one-year term under the same terms, conditions, and pricing provisions.

The revised contract expiration date is now August 04, 2027.

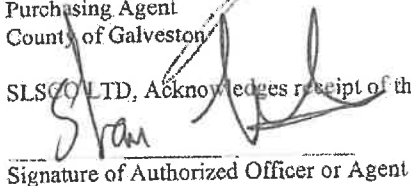
Should you have any questions or require clarification regarding this renewal, please contact Ms. Ashley Clark at [Ashley.Clark@galvestoncountvtx.gov](mailto:Ashley.Clark@galvestoncountvtx.gov).

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

SLSO LTD, Acknowledges receipt of the above-referenced Renewal under the same terms and conditions.

  
Signature of Authorized Officer or Agent

Division President-Response

Title

3/20/2026

Date

Stan Ledbetter

Name



THE COUNTY OF GALVESTON

FRANK RODRIGUEZ  
PURCHASING AGENT

ASHLEY CLARK  
ASST. PURCHASING AGENT

COUNTY COURTHOUSE  
722 Moody (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

Wednesday, March 18, 2026

GBJ Inc.  
15734 Aldine Westfield Rd.  
Houston, TX 77032

Sent via email to: [Denaef@echoafc.com](mailto:Denaef@echoafc.com) [Kim@echoafc.com](mailto:Kim@echoafc.com)

Subject: Award Term Notice of Renewal  
RE: Contract # CM24214 / Bid # B242016 - EVACUATION TRANSPORTATION SERVICE

Dear Sir or Ma'am,

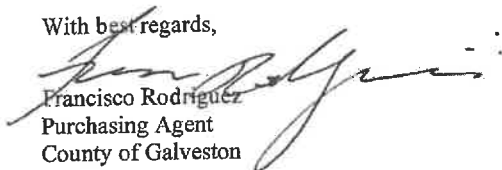
Pursuant to Contract No. CM24214, Section 6 – Initial Term and Options to Renew, this letter serves as your official Notice of Renewal. The County of Galveston hereby confirms that your agreement has been automatically renewed for one (1) successive one-year term under the same terms, conditions, and pricing provisions.

The revised contract expiration date is now August 04, 2027.

Should you have any questions or require clarification regarding this renewal, please contact Ms. Ashley Clark at [Ashley.Clark@galvestoncountytexas.gov](mailto:Ashley.Clark@galvestoncountytexas.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

GBJ Inc, Acknowledges receipt of the above-referenced Renewal under the same terms and conditions.

Kimberly Tubbs  
Signature of Authorized Officer or Agent

Chief Business Development Officer  
Title

Kimberly Tubbs  
Name

03/20/2026  
Date



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*17.**

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Consideration for authorization to extend the contract for ITB 25-047 Motor Oils, Fluids & Greases submitted by the Purchasing Agent

### Approval History

| Seq # | Approver        | Action  | Action Date    |
|-------|-----------------|---------|----------------|
| 1     | Dianna Martinez | Approve | 4/2/26 8:40 am |



**THE COUNTY OF GALVESTON**

**FRANK RODRIGUEZ**  
PURCHASING AGENT

**ASHLEY CLARK**  
ASST. PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

April 13, 2026

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

**Re:** ITB 25-047, Motor Oils, Fluids & Greases  
Contract #CM219150

Gentlemen,

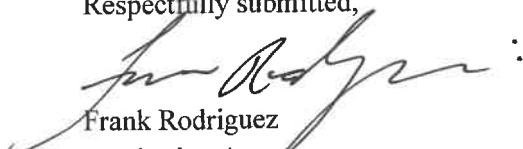
The contract associated with ITB 25-047, Motor Oils, Fluids & Greases, is scheduled for its first extension on June 27, 2026. The contracted vendor is Bay Oil Company.

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 (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

Wednesday, March 18, 2026

BAY OIL COMPANY  
PO BOX 1367  
DICKINSON, TX 77539

Sent via email to: jackboc@gmail.com

Subject: Award Term Notice of Renewal  
RE: Contract # 219150/ Bid # 25-047  
Motor Oils, Fluids & Greases

Dear Sir,

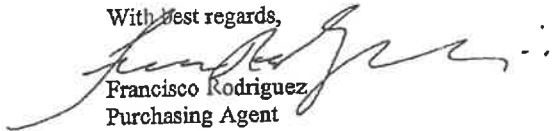
Pursuant to Contract No. 219150, Section 6 – Initial Term and Options to Renew, this letter serves as your official Notice of Renewal. The County of Galveston hereby confirms that your agreement has been automatically renewed for one (1) successive one-year term under the same terms, conditions, and pricing provisions.

The revised contract expiration date is now June 26, 2027.

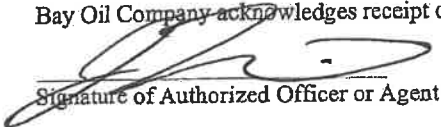
Should you have any questions or require clarification regarding this renewal, please contact Elmi Perez at [Elmi.Perez@galvestoncountytexas.gov](mailto:Elmi.Perez@galvestoncountytexas.gov).

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

Bay Oil Company acknowledges receipt of the above-referenced Renewal under the same terms and conditions.

  
Signature of Authorized Officer or Agent

  
Title

  
Name

  
Date



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*18.**

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Consideration for authorization to extend the contract for RFP 25-044, Heavy Equipment Rental submitted by the Purchasing Agent

### Approval History

| Seq # | Approver        | Action  | Action Date    |
|-------|-----------------|---------|----------------|
| 1     | Dianna Martinez | Approve | 4/2/26 9:32 am |



**THE COUNTY OF GALVESTON**

**FRANK RODRIGUEZ**  
PURCHASING AGENT

**ASHLEY CLARK**  
ASST. PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

April 13, 2026

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

**Re: RFP 25-044, Heavy Equipment Rental**  
**Contract #218548**

Gentlemen,

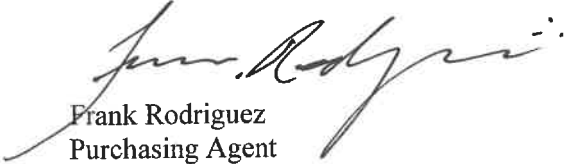
The contract associated with RFP 25-044 Heavy Equipment Rental is scheduled for its first extension on August 27, 2026. The contracted vendor for this service is Mustang Rental Services of Texas.

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 (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

Wednesday, March 18, 2026

MUSTANG RENTAL SERVICES OF TEXAS  
15907 I-10 EAST  
CHANNELVIEW, TX 77530

Sent via email to: [dwingo@mustangeat.com](mailto:dwingo@mustangeat.com)

Subject: Award Term Notice of Renewal  
RE: Contract # 218548/ Bid # 25-044  
Heavy Equipment Rental

Dear Sir,

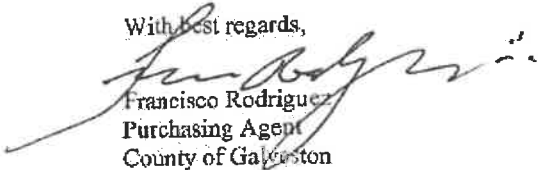
Pursuant to **Contract No. 218548, Section 6 – Initial Term and Options to Renew**, this letter serves as your official **Notice of Renewal**. The County of Galveston hereby confirms that your agreement has been automatically renewed for one (1) successive one-year term under the same terms, conditions, and pricing provisions.

The revised contract expiration date is now **August 26, 2027**.

Should you have any questions or require clarification regarding this renewal, please contact **Elmi Perez** at [Elmi.Perez@galvestoncountvtx.gov](mailto:Elmi.Perez@galvestoncountvtx.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

Mustang Rental Services of Texas acknowledges receipt of the above-referenced Renewal under the same terms and conditions.

  
\_\_\_\_\_  
Signature of Authorized Officer or Agent

Account Manager  
\_\_\_\_\_  
Title

Erik Otteman  
\_\_\_\_\_  
Name

3/24/26  
\_\_\_\_\_  
Date



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*19.**

---

Consideration for authorization to extend the contract for RFP #B242015 Generator  
Maintenance submitted by the Purchasing Agent

### Approval History

| Seq # | Approver        | Action  | Action Date     |
|-------|-----------------|---------|-----------------|
| 1     | Dianna Martinez | Approve | 4/2/26 10:29 am |



**THE COUNTY OF GALVESTON**

**FRANK RODRIGUEZ**  
PURCHASING AGENT

**ASHLEY CLARK**  
ASST. PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

April 13, 2026

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

Re: **RFP #B242015, Generator Maintenance**  
**Contract #CM24175**

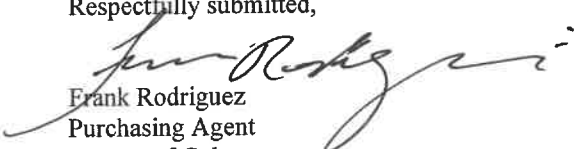
Gentlemen,

The contract associated with RFP #B242015, Generator Maintenance, is scheduled for its second extension on June 4, 2026. The contracted vendor for this service is Land & Sea Services 1 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 (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

Friday, March 20, 2026

LAND & SEA SERVICES 1 INC  
1900 OAK STREET  
LA MARQUE, TX 77568

Sent via email to: SALES@LANDANDSEASERVICES.COM

**Subject: Award Term Notice of Renewal**  
**RE: Contract # CM24175/ Bid # B242015**  
**Generator Maintenance**

Dear Sir or Madam,

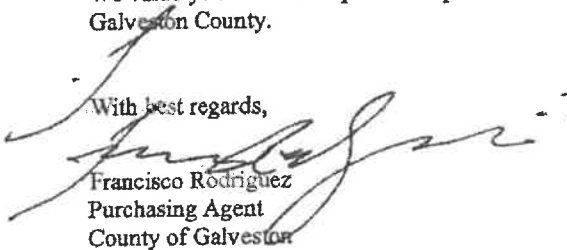
Pursuant to Contract No. CM24175, Section 6 – Initial Term and Options to Renew, this letter serves as your official Notice of Renewal. The County of Galveston hereby confirms that your agreement has been automatically renewed for one (1) successive one-year term under the same terms, conditions, and pricing provisions.

The revised contract expiration date is now June 3<sup>rd</sup>, 2027.

Should you have any questions or require clarification regarding this renewal, please contact Karla Martinez at Karla.Martinez@galvestoncountytexas.gov.

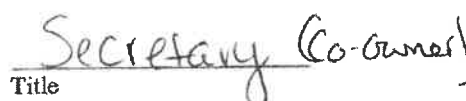
We value your continued partnership and look forward to another year of productive collaboration in service to Galveston County.

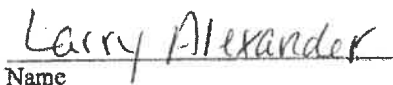
With best regards,

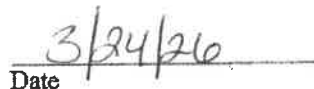
  
Francisco Rodriguez  
Purchasing Agent  
County of Galveston

LAND & SEA SERVICES 1 INC Acknowledges receipt of the above-referenced Renewal under the same terms and conditions.

  
Signature of Authorized Officer or Agent

  
Title

  
Name

  
Date



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*20.**

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Consideration for authorization to extend the contract for RFP #B242012 Electrical Parts & Supplies submitted by the Purchasing Agent

### Approval History

| Seq # | Approver        | Action  | Action Date     |
|-------|-----------------|---------|-----------------|
| 1     | Dianna Martinez | Approve | 4/2/26 10:43 am |



**THE COUNTY OF GALVESTON**

**FRANK RODRIGUEZ**  
PURCHASING AGENT

**ASHLEY CLARK**  
ASST. PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

April 13, 2026

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

Re: **RFP #B242012, Electrical Parts & Supplies**  
**Contract #CM24160**

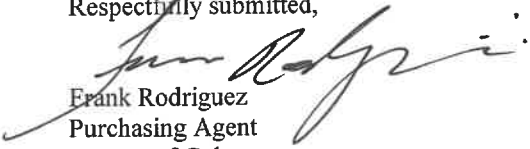
Gentlemen,

The contract associated with RFP #B242012, Electrical Parts & Supplies, is scheduled for its second extension on May 28, 2026. The contracted vendor for this service is Consolidated Electrical Distributors, Inc. dba CED Tidal Electrical. No amendments to the contracts have been requested at this time.

It is requested that 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 (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

Friday, March 20, 2026

**CONSOLIDATED ELECTRICAL DISTRIBUTORS INC DBA CED TIDAL ELECTRICAL DISTRIBUTORS**  
4200 GULF FREEWAY  
LA MARQUE, TX 77568

Sent via email to: [DAVID@CEDTIDAL.COM](mailto:DAVID@CEDTIDAL.COM)

**Subject: Award Term Notice of Renewal**  
**RE: Contract # CM24160/ Bid # B242012**  
**Electrical Parts & Supplies**

Dear Mr. Gilley,

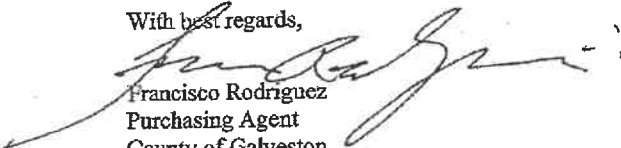
Pursuant to **Contract No. CM24160, Section 6 – Initial Term and Options to Renew**, this letter serves as your official **Notice of Renewal**. The County of Galveston hereby confirms that your agreement has been automatically renewed for one (1) successive one-year term under the same terms, conditions, and pricing provisions.

The revised contract expiration date is now **May 27<sup>th</sup>, 2027**.

Should you have any questions or require clarification regarding this renewal, please contact **Karla Martinez** at [Karla.Martinez@galvestoncountytexas.gov](mailto:Karla.Martinez@galvestoncountytexas.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

**CONSOLIDATED ELECTRICAL DISTRIBUTORS INC DBA CED TIDAL ELECTRICAL DISTRIBUTORS**  
Acknowledges receipt of the above-referenced Renewal under the same terms and conditions.

  
Signature of Authorized Officer or Agent

Sales  
Title

David Gilley  
Name

3/23/2026  
Date



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*21.**

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Consideration for authorization to extend the contract for ITB 25-045, Motor Fuel submitted by the Purchasing Agent

### Approval History

| Seq # | Approver        | Action  | Action Date    |
|-------|-----------------|---------|----------------|
| 1     | Dianna Martinez | Approve | 4/1/26 2:34 pm |



**THE COUNTY OF GALVESTON**

**FRANK RODRIGUEZ**  
PURCHASING AGENT

**ASHLEY CLARK**  
ASST. PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

April 13, 2025

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

**Re: ITB 25-045, Motor Fuel**  
**Contract #219095**

Gentlemen,

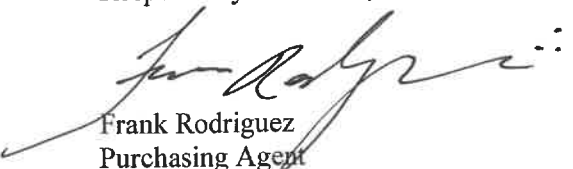
The contract associated with ITB 25-045, Motor Fuels is scheduled for its first extension on June 12, 2026. The contracted vendor for this service is Bay Oil Company.

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 (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

Friday, March 27, 2026

BAY OIL COMPANY  
2201 FM 517 E  
DICKINSON, TX 77539

Sent via email to: Jake@bavoil.net, Kevin@bavoil.net, bavoil@bavoil.net

Subject: Award Term Notice of Renewal  
RE: Contract # 219095 / Bid # 25-045  
Motor Fuel

Dear Sir,

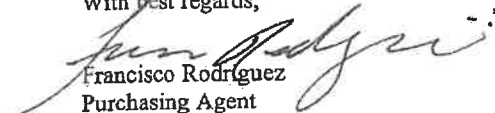
Pursuant to Contract No. 219095, Section 6 – Initial Term and Options to Renew, this letter serves as your official Notice of Renewal. The County of Galveston hereby confirms that your agreement has been automatically renewed for one (1) successive one-year term under the same terms, conditions, and pricing provisions.

The revised contract expiration date is now June 11, 2027.

Should you have any questions or require clarification regarding this renewal, please contact Jacquelyn Perez at Jacquelyn.Perez@galvestoncountytexas.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

BayOil, Acknowledges receipt of the above-referenced Renewal under the same terms and conditions.

  
Signature of Authorized Officer or Agent

Selen/Ops. Mungar  
Title

Jake Marsico  
Name

3/31/26  
Date



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*22.**

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Consideration for authorization to extend the contract for RFP 25-046 Weed and Brush Control Chemicals submitted by the Purchasing Agent

### Approval History

| Seq # | Approver        | Action  | Action Date     |
|-------|-----------------|---------|-----------------|
| 1     | Dianna Martinez | Approve | 4/2/26 11:02 am |



**THE COUNTY OF GALVESTON**

**FRANK RODRIGUEZ**  
PURCHASING AGENT

**ASHLEY CLARK**  
ASST. PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

April 13, 2026

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

**Re:** RFP 25-046, Weed and Brush Control Chemicals  
Contract #219148

Gentlemen,

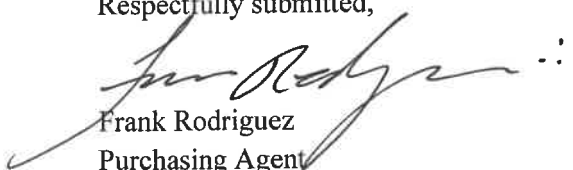
The contract associated with RFP 25-046, Weed and Brush Control Chemicals, is scheduled for its first extension on June 13, 2026. The contracted vendor is Orion Solutions, LLC.

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 (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

Wednesday, March 11, 2026

ORION SOLUTIONS LLC  
1035 FRANKLIN STREET  
ROCKY MOUNT, VA 24151

Sent via email to: [troark@theorionsolutions.us](mailto:troark@theorionsolutions.us)

Subject: Award Term Notice of Renewal  
RE: Contract # 219148/ Bid # 25-046  
Weed and Brush Control Chemicals

Dear Mr. Roark,

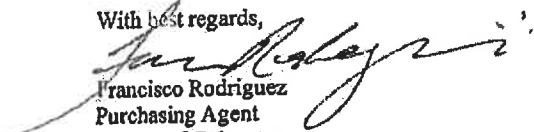
Pursuant to Contract No. 219148, Section 6 – Initial Term and Options to Renew, this letter serves as your official Notice of Renewal. The County of Galveston hereby confirms that your agreement has been automatically renewed for one (1) successive one-year term under the same terms, conditions, and pricing provisions.

The revised contract expiration date is now June 12, 2027.


Should you have any questions or require clarification regarding this renewal, please contact Elmi Perez at [Elmi.Perez@galvestoncountytx.gov](mailto:Elmi.Perez@galvestoncountytx.gov).

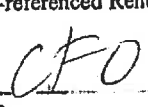
We value your continued partnership and look forward to another year of productive collaboration in service to Galveston County.


With best regards,

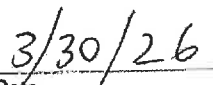
  
Francisco Rodriguez  
Purchasing Agent  
County of Galveston

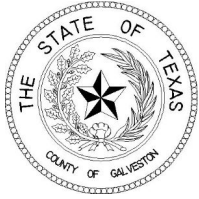
Orion Solutions LLC, Acknowledges receipt of the above-referenced Renewal under the same terms and conditions.

  
Signature of Authorized Officer or Agent

  
Title

  
Name

  
Date



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*23.**

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Consideration for authorization to sell surplus vehicles to the Galveston County Supervision and Corrections Department submitted by the Purchasing Agent

### Approval History

| Seq # | Approver        | Action  | Action Date     |
|-------|-----------------|---------|-----------------|
| 1     | Dianna Martinez | Approve | 4/6/26 11:28 am |



## THE COUNTY OF GALVESTON

**FRANK RODRIGUEZ**  
PURCHASING AGENT

**ASHLEY CLARK**  
ASST. PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

April 13, 2026

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

**Re: Request to Sell Surplus or Salvage Property –  
Galveston County Supervision and Corrections Department**

Gentlemen,

It is requested that the Commissioners' Court grant authorization to sell the following vehicles to the Galveston County Supervision and Corrections Department per the guidelines referenced in the Texas Local Government Code, Section 263.152, Disposition, item (a), sub-item (1)

*“periodically sell the county’s surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property.”*

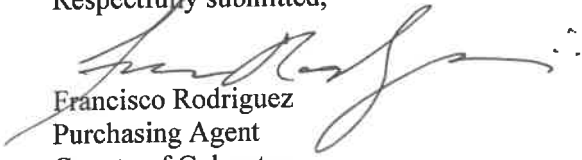
The property listed below was previously approved as surplus and has been scheduled to be auctioned:

- One (1) 2017 Ford Explorer  
Unit #C1605, FAID 32238  
VIN#1FM5K8AR1HGD06554
- One (1) 2018 Jeep Wrangler  
Unit #C3818, FAID 32364  
VIN#1C4BJWDG3JL899288

It is further requested that the Commissioners' Court determine the pricing to reflect on the invoices to be forwarded to the requesting agencies.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,



Francisco Rodriguez  
Purchasing Agent  
County of Galveston

## Nolan, Edward

---

**From:** Nolan, Edward  
**Sent:** Thursday, April 2, 2026 12:27 PM  
**To:** Dickey, Tammy  
**Cc:** Lacy, Willie; Bryant, Elizabeth  
**Subject:** Agenda request for commissioners court 04/13/2026: 255101 , Adult Probation vehicle sale - 20260413  
**Attachments:** 255101 , Adult Probation vehicle sale - 20260413.pdf

Good afternoon,

It has been requested that the two vehicles, currently designated as surplus, be placed on the next available commissioners court agenda for sale to Galveston County Adult Probation: **(Adult Probation vehicle sale - 20260413.pdf)**

| FAID  | Unit  | VIN               | Desc               |
|-------|-------|-------------------|--------------------|
| 32238 | C1605 | 1FM5K8AR1HGD06554 | 2017 Ford Explorer |
| 32364 | C3818 | 1C4BJWDG3JL899288 | 2018 Jeep Wrangler |

Thanks!

**PURCHASING DEPARTMENT**

**Edward Nolan**  
Sourcing Manager - Assets

722 Moody, 5<sup>th</sup> 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*

**COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
GALVESTON COUNTY**

715 19<sup>TH</sup> STREET  
409-766-2425

GALVESTON, TEXAS 77550  
FAX: 409-770-5530



Willie Lacy, Director

Francesco Coppola, Deputy Director  
Shelly Thompson, Deputy Director

March 18, 2026

Dear Galveston County Fleet Department,

The Galveston County Community Supervision and Corrections Department is interested in purchasing two (2) County vehicles to support our Community Supervision Officers at the Galveston, Justice Center, Texas City, and League City locations. These vehicles will be used to conduct field visits and to travel for training and conferences out of town. Our department has state-approved funds allocated in our budget for vehicle purchases.

We are interested in acquiring the following vehicles:

- **2016 Ford Explorer** – VIN: 1FM5K8AR1HGD06554
- **2018 Jeep Wrangler**– VIN: 1C4BJWDG3JL899288

Your consideration of this request is greatly appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Willie Lacy".

Willie Lacy  
Director  
Galveston County CSCD  
(409)770-5519





## The County of Galveston

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

Date: March 31, 2026

To: Francisco Rodriguez,  
Purchasing Agent

From: Elizabeth Bryant,  
Fleet Administrative Manager

CC: Ashley Clark,  
Assistant Purchasing Agent

Re: **Recommendation for Sale of Surplus Vehicles**

Please consider the request from the Adult Probation Office for the sale of two retired Galveston County assets. Fleet Department has determined both vehicles to be surplus and has scheduled them to be auctioned in accordance with the Galveston County Safety Manual Policy HR016 B1, prior to receiving the attached request.

1. 1FM5K8AR1HGD06554 2017 Ford Explorer
2. 1C4BJWDG3JL899288 2018 Jeep Wrangler

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "Elizabeth Bryant", is written over a horizontal line.

Elizabeth Bryant,  
Fleet Finance & Administrative Manager



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*24.**

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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 | 4/6/26 11:32 am |



**THE COUNTY OF GALVESTON**

**FRANK RODRIGUEZ**  
PURCHASING AGENT

**ASHLEY CLARK**  
ASST. PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

April 13, 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:** Monday, March 30, 2026 3:03 PM  
**To:** Dickey, Tammy  
**Cc:** Wilson, Ashley  
**Subject:** Agenda request for commissioners court 4/13/2026: 411100. Mosquito Control - 20260413  
**Attachments:** 411100, Mosquito Control - 20260413.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for treatment as salvage: **(411100. Mosquito Control - 20260413.pdf)**:

- (4) large capacity fluid tanks

Thanks!

**PURCHASING DEPARTMENT**

**Edward Nolan**  
Sourcing Manager - Assets

722 Moody, 5<sup>th</sup> floor, Galveston, TX 77550 | Main: 409/770-5417  
Edward.Nolan@co.galveston.tx.us | Galvestoncountytx.gov

*Ensuring Fair Access, Real Value, and Local Impact in County Purchasing*



PROPERTY DISPOSAL REPORT

DATE: 03/30/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 411100, Mosquito Control Ashley Wilson
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- Auction
Theft
Destroyed by
Trade-In
Donated

Disposal of: N/A - 4 lg cap aluminum tanks (fuel?)
FAID No. & Description

Reason for disposal: No longer needed / possibly compromised

Serial No./VIN #: \_\_\_\_\_

From: 411100, Mosquito Control Location: 5115 Hwy 3, Mosq Ctrl
Department No. & Name Building, Floor, Suite, or Room No.

Comments: \_\_\_\_\_

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY
3/30/2026
Edward J. ...
Date Form Processed Fixed Asset Property Manager



**GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM**

Date: 03/30/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: *Ashley Wilson* Ashley Wilson 411100, Mosquito Control  
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal: \_\_\_\_\_ Destroy \_\_\_\_\_ Scrap \_\_\_\_\_ Salvage Starting Bid \$ \_\_\_\_\_

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: N/A Description: 4 lg cap aluminum tanks (fuel?)

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Serial/VIN: \_\_\_\_\_ Year: \_\_\_\_\_ Color: White

Description of Use: Fluid storage (fuel storage?)

Reason for Disposal: No longer needed / possibly compromised

Is this item currently in sound working condition? \_\_\_\_\_ Yes X No

If no, please describe and list all defects.

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS**

3/30/2026 PURCHASING DEPARTMENT USE ONLY  
Date Form Processed *Edward J. [Signature]*  
Fixed Asset Property Manager

Form No. FA-10  
04/20/2015



WAT.COM

XAT.COM







**Dickey, Tammy**

**From:** Nolan, Edward  
**Sent:** Thursday, April 2, 2026 2:27 PM  
**To:** Dickey, Tammy  
**Subject:** Agenda request for commissioners court 4/13/2026: 127100, DA Office Elec equip 20260413  
**Attachments:** 127100, DA Office Elec equip 20260413.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for treatment as salvage: (127100, DA Office Elec equip 20260413.pdf):

|    | Qty   | Asset Tag | Description              | Serial #               | Make                            | Model  |            |
|----|-------|-----------|--------------------------|------------------------|---------------------------------|--------|------------|
| 1  | 1     |           | DVD/VHS PLAYER           | 24449768BB             | SANYO                           |        | OUT<br>LON |
| 2  | 2     |           | PRO DUPLICATORS          | X000HZ63Q9<br>04232021 | PRO<br>DUPLICATOR               |        | NO LO      |
|    | 1     |           | KANGURU DUPLICATORS      | DD1012220KS 03         | KANGURU 1-1<br>DVD DUP<br>W/USB |        | NO LO      |
| 3  | 1     |           | KANGURU DUPLICATORS      | DD1120619KS 06         | KANGURU 1-1<br>DVD DUP<br>W/USB |        | NO LO      |
| 4  | 1     |           | CASSETTE PLAYER          | N/A                    |                                 |        | OUT<br>LON |
| 5  | 100'S |           | DVD'S/CD'S               |                        |                                 |        | OUT<br>LON |
| 6  | 50    |           | DVD CASES                |                        |                                 |        | OUT<br>LON |
| 8  | 2     |           | FILE CABINETS            |                        |                                 |        | OUT<br>LON |
| 9  | 1     |           | RCA TELEVISION           | C452B10LC              | RCA                             | F27440 | OUT<br>LON |
| 10 | 1     |           | OTTER CELL PHONE<br>CASE |                        |                                 |        | NO LO      |
| 11 |       |           |                          |                        |                                 |        |            |

Thanks!



PROPERTY DISPOSAL REPORT

DATE: 3.26.26

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 127100; Mipahi Kanyely; District Atty
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
Theft
Destroyed by
Trade-In
Donated

Disposal of: Office items no longer needed, see log attached.
FAID No. & Description

Reason for disposal: Outdated

Serial No./VIN #:

From: 127100 - District Attorney Location: 1000 57th Street, Ste 1001
Department No. & Name Building, Floor, Suite, or Room No.

Comments:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

4/2/2026
Date Form Processed

PURCHASING DEPARTMENT USE ONLY
Edward J. [Signature]
Fixed Asset Property Manager



GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 3.26.26

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Miyoshi Rangely Miyoshi Rangely 127100 District Attorney  
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal: \_\_\_\_\_ Destroy \_\_\_\_\_ Scrap \_\_\_\_\_ Salvage Starting Bid \$ \_\_\_\_\_

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: \_\_\_\_\_ Description: See attached log and photos

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Serial/VIN: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_

Description of Use: File cabinets; VHS/DVD player; DVD cases, RCA TV w/remote

Reason for Disposal: Outdated; no longer needed Duplicators de work DVD's, Duplicators

Is this item currently in sound working condition?  Yes  No

If no, please describe and list all defects. NOT 100% sure if TV is in working condition.

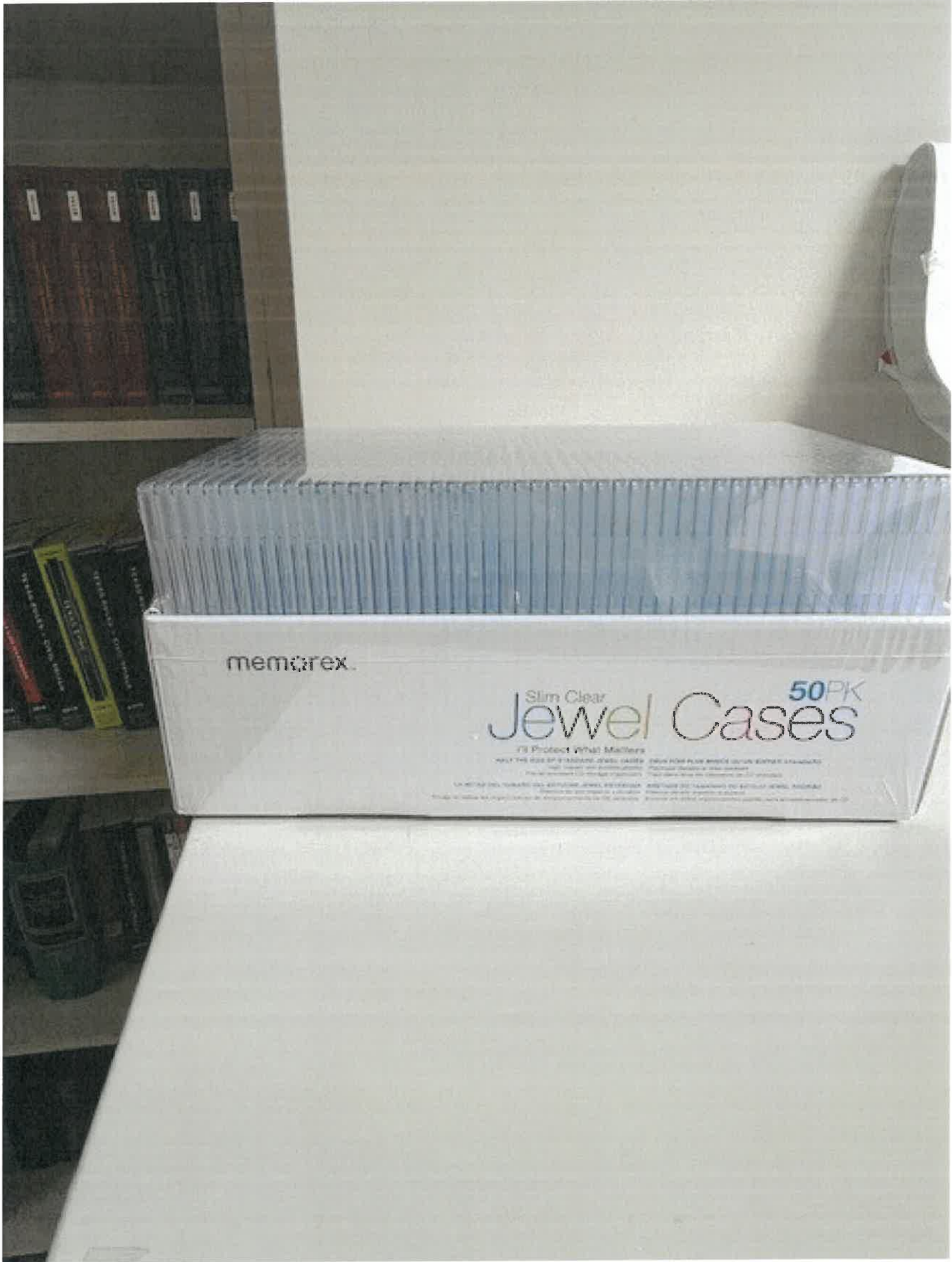
Other: \_\_\_\_\_

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY  
4/2/2026 Edward [Signature]  
Date Form Processed Fixed Asset Property Manager

|    | Qty   | Asset Tag | Description           | Serial #            | Make                         | Model  | Notes                     |
|----|-------|-----------|-----------------------|---------------------|------------------------------|--------|---------------------------|
| 1  | 1     |           | DVD/VHS PLAYER        | 24449768BB          | SANYO                        |        | OUTDATED/NO LONGER NEEDED |
| 2  | 2     |           | PRO DUPLICATORS       | X000HZ63Q9 04232021 | PRO DUPLICATOR               |        | NO LONGER NEEDED          |
|    | 1     |           | KANGURU DUPLICATORS   | DD1012220KS 03      | KANGURU 1-1<br>DVD DUP W/USB |        | NO LONGER NEEDED          |
| 3  | 1     |           | KANGURU DUPLICATORS   | DD1120619KS 06      | KANGURU 1-1<br>DVD DUP W/USB |        | NO LONGER NEEDED          |
| 4  | 1     |           | CASSETTE PLAYER       | N/A                 |                              |        | OUTDATED/NO LONGER NEEDED |
| 5  | 100'S |           | DVD'S/CD'S            |                     |                              |        | OUTDATED/NO LONGER NEEDED |
| 6  | 50    |           | DVD CASES             |                     |                              |        | OUTDATED/NO LONGER NEEDED |
| 8  | 2     |           | FILE CABINETS         |                     |                              |        | OUTDATED/NO LONGER NEEDED |
| 9  | 1     |           | RCA TELEVISION        | C452B10LC           | RCA                          | F27440 | OUTDATED/NO LONGER NEEDED |
| 10 | 1     |           | OTTER CELL PHONE CASE |                     |                              |        | NO LONGER NEEDED          |
| 11 |       |           |                       |                     |                              |        |                           |





memorex.

Slim Clear  
**Jewel Cases** 50 PK

It's Protect What Matters

Now the size of memorex jewel cases

has been reduced by 50%.

That means you can fit more jewel cases

in your jewel case.

memorex jewel cases are made of clear polycarbonate

and are designed to protect your jewel cases

from scratches and dust.

memorex jewel cases are available in 10 different colors.

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## Dickey, Tammy

---

**From:** Nolan, Edward  
**Sent:** Thursday, April 2, 2026 2:34 PM  
**To:** Dickey, Tammy  
**Subject:** Agenda request for commissioners court 4/13/2026: 151800, Purch - Cab & table - 20260413  
**Attachments:** 151800, Purch - Cab & table - 20260413.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for treatment as surplus: **(151800, Purch - Cab & table - 20260413.pdf)**:

- (1) Brown table
- (1) 5-drawer Lateral cabinet

Thanks!

**PURCHASING DEPARTMENT**

**Edward Nolan**  
**Sourcing Manager - Assets**

722 Moody, 5<sup>th</sup> floor, Galveston, TX 77550    Main: 409/770-5417  
Edward.Nolan@co.galveston.tx.us    Galvestoncountytx.gov

*Ensuring Fair Access, Real Value, and Local Impact in County Purchasing*



## PROPERTY DISPOSAL REPORT

DATE: 04/01/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 151800, Purchasing Francisco Rodriguez

Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

### METHOD OF DISPOSAL

- Auction** \_\_\_\_\_  
Date
- Theft** \_\_\_\_\_ (Attach the Law Enforcement Agency Theft Report)  
Date
- Destroyed by**
- Natural Disaster \_\_\_\_\_  
Date
  - Traffic Accident \_\_\_\_\_  
Date
- Trade-In** \_\_\_\_\_  
Date
- Donated** \_\_\_\_\_ Agency receiving donation: \_\_\_\_\_  
Date

Disposal of: N/A - 1 brown table / 1 5-drawer lat cab  
FAID No. & Description

Reason for disposal: No longer needed

Serial No./VIN #: \_\_\_\_\_

From: 151800, Purch - Cab & table Location: Old Skills warehouse  
Department No. & Name Building, Floor, Suite, or Room No.

Comments: \_\_\_\_\_

**PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS**

### PURCHASING DEPARTMENT USE ONLY

4/2/2026  
Date Form Processed

Edward J. [Signature]  
Fixed Asset Property Manager



**GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM**

Date: 04/01/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] Francisco Rodriguez 151800, Purchasing  
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal:  Destroy  Scrap  Salvage Starting Bid \$ \_\_\_\_\_

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: N/A Description: (1) brown table / (1) 5-drawer lat cab

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Serial/VIN: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_

Description of Use: Office furniture / fixtures

Reason for Disposal: No longer needed

Is this item currently in sound working condition?  Yes  No

If no, please describe and list all defects.

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS**

**PURCHASING DEPARTMENT USE ONLY**

4/2/2026  
Date Form Processed

[Signature]  
Fixed Asset Property Manager

## Dickey, Tammy

---

**From:** Nolan, Edward  
**Sent:** Thursday, April 2, 2026 2:40 PM  
**To:** Dickey, Tammy  
**Subject:** Agenda request for commissioners court 4/13/2026: 255101, Adult Probation 2 desks - 20260413  
**Attachments:** 255101, Adult Probation 2 desks - 20260413.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for treatment as surplus: **(255101, Adult Probation 2 desks - 20260413.pdf)**:

- (2) Desks

Thanks!

**PURCHASING DEPARTMENT**

**Edward Nolan**  
**Sourcing Manager - Assets**

722 Moody, 5<sup>th</sup> floor, Galveston, TX 77550    Main: 409/770-5417  
Edward.Nolan@co.galveston.tx.us    Galvestoncountytx.gov

*Ensuring Fair Access, Real Value, and Local Impact in County Purchasing*



**PROPERTY DISPOSAL REPORT**

DATE: 03/30/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 255101, Adult Probation Willie Lacy *monica morjan*  
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

**METHOD OF DISPOSAL**

- Auction \_\_\_\_\_  
Date
- Theft \_\_\_\_\_ (Attach the Law Enforcement Agency Theft Report)  
Date
- Destroyed by
  - Natural Disaster \_\_\_\_\_  
Date
  - Traffic Accident \_\_\_\_\_  
Date
- Trade-In \_\_\_\_\_  
Date
- Donated \_\_\_\_\_ Agency receiving donation: \_\_\_\_\_  
Date

Disposal of: N/A - 2 desks (1 to be salvaged)  
FAID No. & Description

Reason for disposal: Broken / no longer useful for intended purpose

Serial No./VIN #: \_\_\_\_\_

From: 255101, Adult Probation Location: Adult Probation  
Department No. & Name Building, Floor, Suite, or Room No.

Comments: \_\_\_\_\_

**PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS**

**PURCHASING DEPARTMENT USE ONLY**

4/2/2026  
Date Form Processed

*Edward J. [Signature]*  
Fixed Asset Property Manager



**GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM**

Date: 03/30/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Monica Morgan Willie Lacy 255101, Adult Probation  
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal:        Destroy        Scrap        Salvage Starting Bid \$       

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: N/A Description: 2 desks

Make:        Model:       

Serial/VIN:        Year:        Color:       

Description of Use: Office furniture

Reason for Disposal: Broken / no longer useful for intended purpose

Is this item currently in sound working condition?        Yes X No

If no, please describe and list all defects.

Broken / no longer useful for intended purpose

Other:       

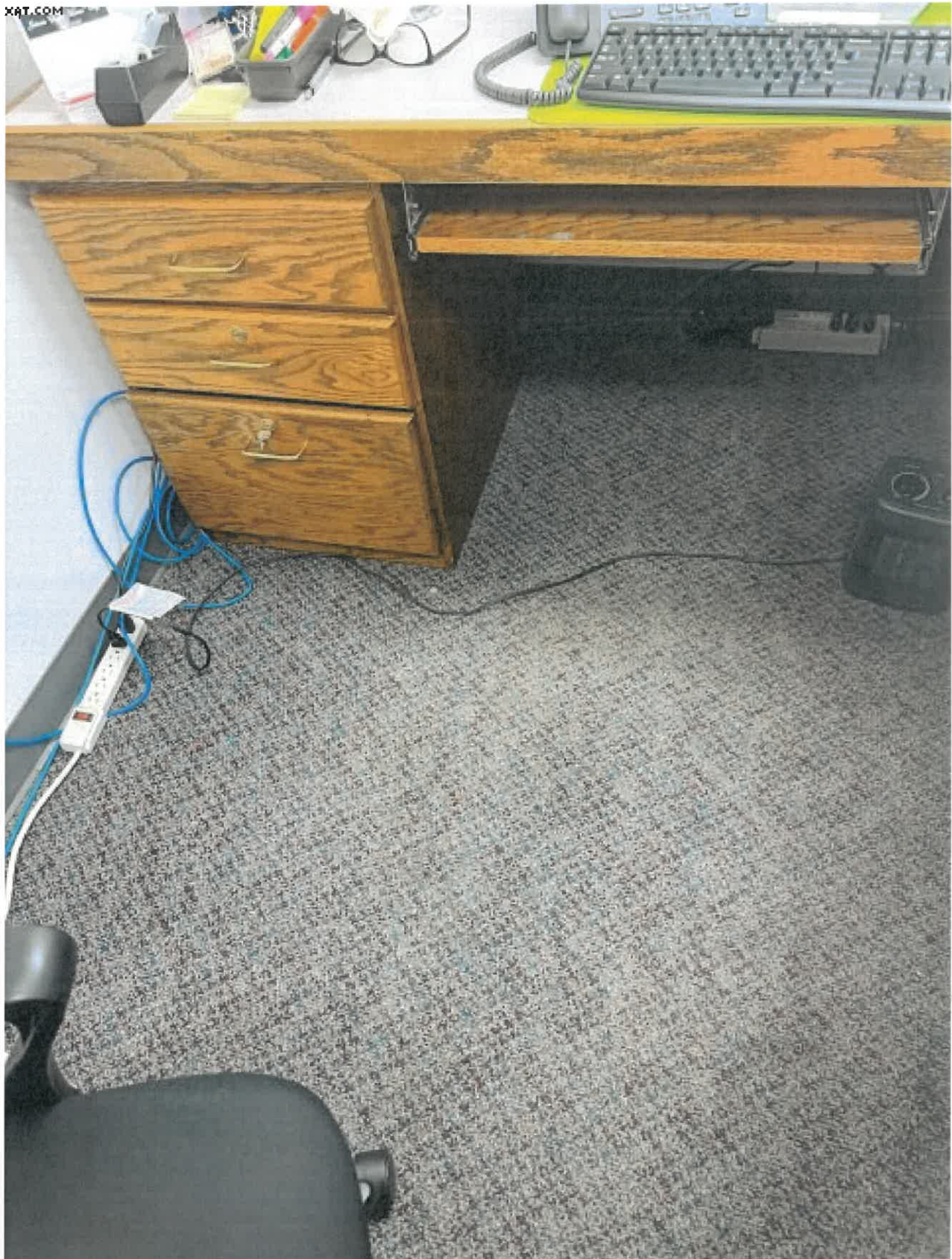
**PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS**

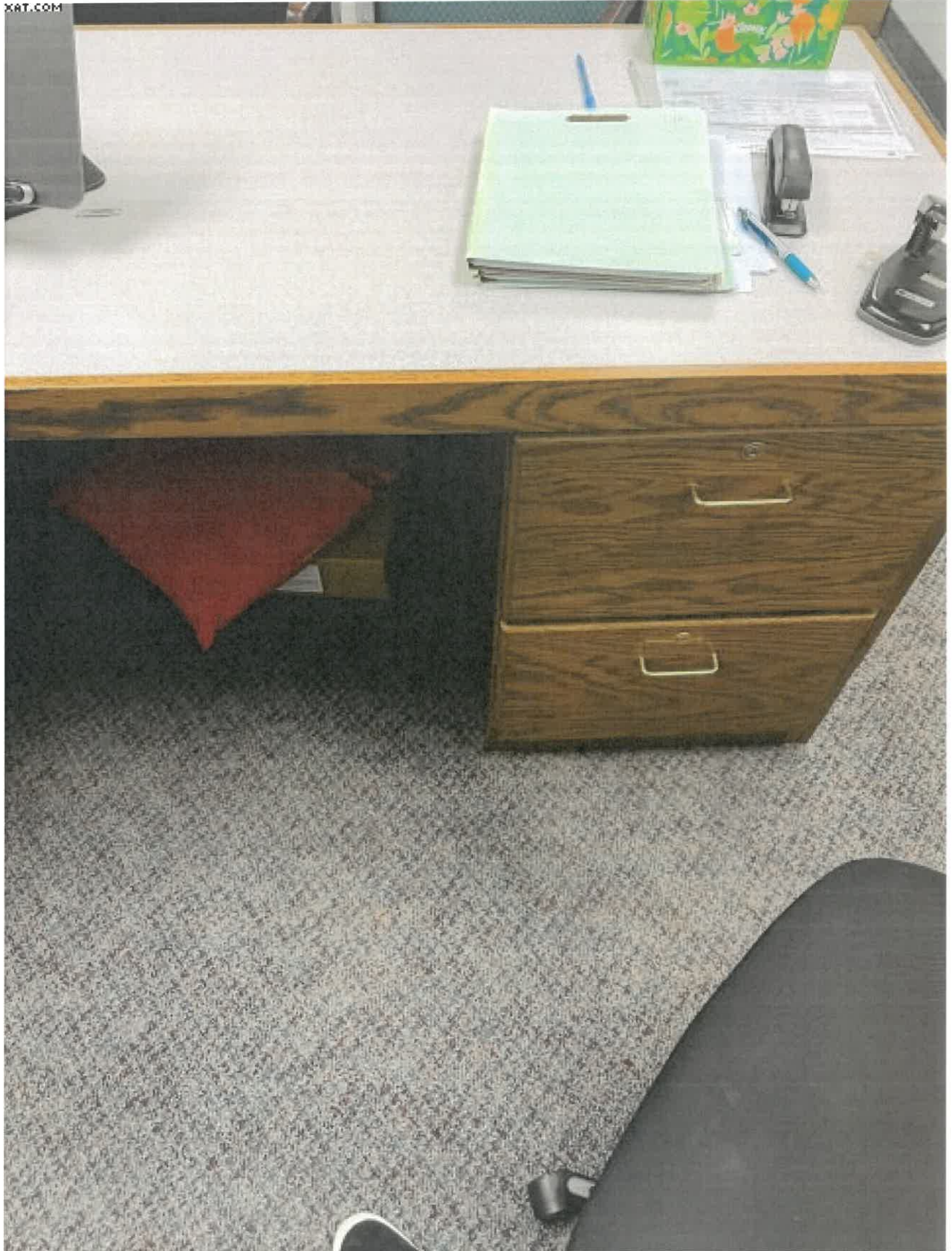
**PURCHASING DEPARTMENT USE ONLY**

4/2/2026  
Date Form Processed

Edward J. [Signature]  
Fixed Asset Property Manager

Form No. FA-10  
04/20/2015





## Nolan, Edward

**From:** Nolan, Edward  
**Sent:** Thursday, April 2, 2026 3:29 PM  
**To:** Dickey, Tammy  
**Subject:** Agenda request for commissioners court 04/13/2026: 211101, SO - Kitch & misc equip - 20260413  
**Attachments:** 211101, SO - Kitch & misc equip - 20260413.pdf

Good afternoon,

Could we please place the following assets on the next available commissioners court appropriate removal as surplus: **(211101, SO - Kitch & misc equip - 20260413.pdf)**:

| # | Qty | FAID  | Make      | Model        | Serial #   | Description | Condition/Notes |
|---|-----|-------|-----------|--------------|------------|-------------|-----------------|
| 1 | 1   | 32099 | Manitowoc | IY 1804A-261 | 1120141910 | Ice Machine | Broken          |

Could we please place the following property items on the next available commissioners court for treatment as salvage: **(211101, SO - Kitch & misc equip - 20260413.pdf)**:

| #  | Qty | FAID | Make     | Model     | Serial #     | Description                  | Condition/Notes |
|----|-----|------|----------|-----------|--------------|------------------------------|-----------------|
| 1  | 10  |      |          |           |              | 2-drawer lateral cabinets    |                 |
| 2  | 2   |      |          |           |              | 3-shelf metal bookshelves    |                 |
| 3  | 6   |      |          |           |              | 4-drawer lateral cabinets    |                 |
| 4  | 2   |      |          |           |              | 5-drawer lateral cabinet     |                 |
| 5  | 1   |      |          |           |              | desk w/return                |                 |
| 6  | 1   |      |          |           |              | 5-drawer legal cabinet       |                 |
| 7  | 3   |      |          |           |              | small cabinets / end tables  |                 |
| 8  | 1   |      | Blodgett | Dual Flow | 093005RA167T | Dual Flow oven               |                 |
| 9  | 1   |      |          |           |              | metal supply cabinet         |                 |
| 10 | 1   |      |          |           |              | overhead wood storage        |                 |
| 11 | 6   |      |          |           |              | Rolling chairs               |                 |
| 12 | 1   |      |          |           |              | Buffet chafing bar, electric |                 |

Thanks!



**PURCHASING DEPARTMENT**

## Edward Nolan

### Sourcing Manager - Assets

722 Moody, 5<sup>th</sup> 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*



**GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM**

Date: 04/01/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Chief Melencio Villarreal 211101, Sheriff's Office  
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal:  Destroy  Scrap  Salvage Starting Bid \$           

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: 32099 Description: Ice Machine

Make: Manitowoc Model: IY1804A-261

Serial/VIN: 1120141910 Year:            Color: stainless steel

Description of Use: Providing ice

Reason for Disposal: No longer working

Is this item currently in sound working condition?  Yes  No

If no, please describe and list all defects.

Other: Manitowoc Model IY1804A-261 / includes storage

**PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS**

**PURCHASING DEPARTMENT USE ONLY**

04/02/26  
Date Form Processed

[Signature]  
Fixed Asset Property Manager

4/2/2026

[Signature]

Form No. FA-07  
03/18/2013

MODEL IY1804A-261

SERIAL NO. 1120141910

MFG DT 1601

ICE MAKER WITHOUT STORAGE MEANS



|                           |             |                      |                      |
|---------------------------|-------------|----------------------|----------------------|
| DESIGN PRESSURE HIGH SIDE | 500 P.S.I.G | 40                   | MAX. CIRCUIT FUSE OR |
| DESIGN PRESSURE LOW SIDE  | 250 P.S.I.G |                      | HACR CIRCUIT BREAKER |
| REFRIG. CHARGE            | R404A 52 OZ | INDIGO(TM) SERIES    | (CANADA EXEMPT)      |
| 208-230 VOLT              | 60 Hz       |                      | 1 PHASE              |
| MIN. CIRCUIT AMPS.        | 23.8        |                      |                      |
| COMP. R.L.A. FREEZE       | 17.8        | COMP. R.L.A. HARVEST | L.R.A. 102           |
|                           | 1.4         |                      |                      |
| SOLENOID                  | 0.1         | GEAR MOTOR           | 0.2                  |

AIR ASSIST MOTOR 0.1A



COMPONENT

Manitowoc Food Service Group  
 Guadalupe, Nuevo Leon  
 Country of Origin: Mexico  
 Designed in USA

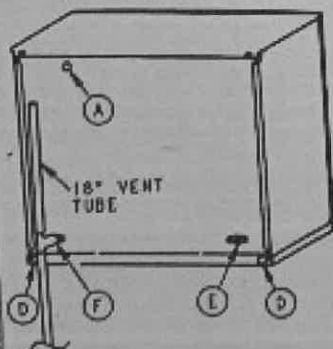


URC NSFU1 01 160

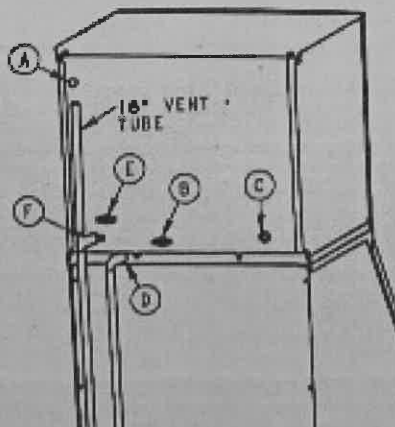
INCOMING POTABLE WATER: 80 PSI MAX  
20 PSI MIN

- A = ELECTRICAL ENTRANCE (VARIES PER MACHINE)
  - B = 1/2" F.P.T. WATER CONDENSER OUTLET (WATER COOLED UNITS)
  - C = 3/8" F.P.T. WATER CONDENSER INLET (WATER COOLED UNITS)
  - D = 1/2" CPVC PIPE AUXILIARY BASE DRAIN CONNECTION
  - E = MEMBRANE (OPTIONAL)
  - F = 3/8" F.P.T. ICE MAKING WATER INLET
  - G = WARNING: CONNECT TO POTABLE WATER SUPPLY ONLY
  - H = 1/2" F.P.T. ICE MAKING WATER DRAIN
  - I = BIN DRAIN
- NOTE: PICTORIAL FOR REF. ONLY

TWO EVAP ICE MACHINE



SINGLE EVAP ICE MACHINE





**PROPERTY DISPOSAL REPORT**

DATE: 04/01/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211101, Sheriff's Office Chief Melencio Villarreal  
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

**METHOD OF DISPOSAL**

- Auction \_\_\_\_\_  
Date
- Theft \_\_\_\_\_ (Attach the Law Enforcement Agency Theft Report)  
Date
- Destroyed by
  - Natural Disaster \_\_\_\_\_  
Date
  - Traffic Accident \_\_\_\_\_  
Date
- Trade-In \_\_\_\_\_  
Date
- Donated \_\_\_\_\_ Agency receiving donation: \_\_\_\_\_  
Date

Disposal of: N/A - Kitchen & Office items - see attached  
FAID No. & Description

Reason for disposal: No longer needed / some non-working kitch equip

Serial No./VIN #: \_\_\_\_\_

From: 211101, Sheriff's Office Location: Old Skills  
Department No. & Name Building, Floor, Suite, or Room No.

Comments: \_\_\_\_\_

**PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS**

**PURCHASING DEPARTMENT USE ONLY**

04/2/26  
Date Form Processed  
4/2/2026

[Signature]  
Fixed Asset Property Manager  
Edward J. [Signature]



**GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM**

Date: 04/01/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Chief Melencio Villarreal 211101, Sheriff's Office  
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal:  Destroy  Scrap  Salvage Starting Bid \$ \_\_\_\_\_

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: N/A Description: Kitchen & Office items - see attached sheet

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Serial/VIN: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_

Description of Use: Kitchen equipment / Office furnishings / storage

Reason for Disposal: No longer needed / Kitchen equipment defunct

Is this item currently in sound working condition?  Yes  No

If no, please describe and list all defects.

\_\_\_\_\_

Other: \_\_\_\_\_

\_\_\_\_\_

**PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS**

**PURCHASING DEPARTMENT USE ONLY**

Date Form Processed

Fixed Asset Property Manager

04/02/2026  
4/2/2026

[Signature]  
Edward J. [Signature]

Form No. FA-10  
04/20/2015

| #  | Qty | FAID | Make     | Model     | Serial #     | Description                  | Condition/Notes |
|----|-----|------|----------|-----------|--------------|------------------------------|-----------------|
| 1  | 10  |      |          |           |              | 2-drawer lateral cabinets    |                 |
| 2  | 2   |      |          |           |              | 3-shelf metal bookshelves    |                 |
| 3  | 6   |      |          |           |              | 4-drawer lateral cabinets    |                 |
| 4  | 2   |      |          |           |              | 5-drawer lateral cabinet     |                 |
| 5  | 1   |      |          |           |              | desk w/return                |                 |
| 6  | 1   |      |          |           |              | 5-drawer legal cabinet       |                 |
| 7  | 3   |      |          |           |              | small cabinets / end tables  |                 |
| 8  | 1   |      | Blodgett | Dual Flow | 093005RA167T | Dual Flow oven               |                 |
| 9  | 1   |      |          |           |              | metal supply cabinet         |                 |
| 10 | 1   |      |          |           |              | overhead wood storage        |                 |
| 11 | 6   |      |          |           |              | Rolling chairs               |                 |
| 12 | 1   |      |          |           |              | Buffet chafing bar, electric |                 |
| 13 |     |      |          |           |              |                              |                 |
| 14 |     |      |          |           |              |                              |                 |
| 15 |     |      |          |           |              |                              |                 |
| 16 |     |      |          |           |              |                              |                 |











# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

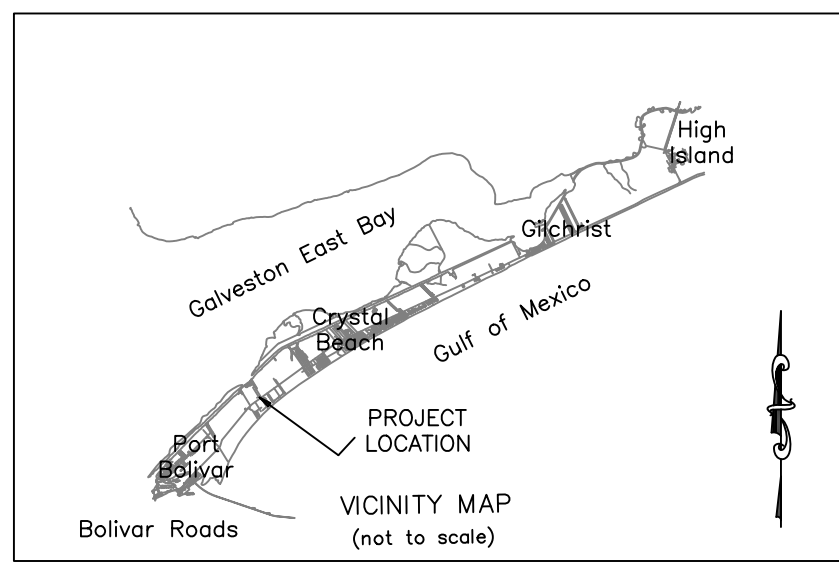
**\*25.**

---

Consideration of approval of Beaver Estates subdivision submitted by Platting & Right-of-Way

### Approval History

| Seq # | Approver        | Action  | Action Date    |
|-------|-----------------|---------|----------------|
| 1     | Dianna Martinez | Approve | 4/2/26 4:27 pm |



METES AND BOUNDS DESCRIPTION  
1.000 ACRE (43,560 SQUARE FEET)  
ABRAHAM VAN NORSTRAND SURVEY  
ABSTRACT NUMBER 203  
GALVESTON COUNTY, TEXAS

All of that certain 1.000 acre (43,560 square feet) tract of land situated in the Abraham Van Nordstrand Survey, Abstract Number 203, Galveston County, Texas, and being all of that certain call 0.9993 of one acre of land described in a Warranty Deed with Vendor's Lien to Billy Palmer and wife, Cheryl Palmer, at Clerk's File Number 2022058284 of the Official Public Records of Galveston County, Texas (O.P.R.G.C.T.), and further being all of Tract 5-2A, a tract as approved by Galveston County Commissioners' Court in Clerk's File Number 2014069974 O.P.R.G.C.T., and being more particularly described by metes and bounds as follows: (all bearings based upon the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "TXGM REF MON 2" (PID DR8251) (N:13,703,575.90; E:3,312,955.72). All coordinates shown hereon are reported in grid. All area quantities are reported in surface;

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "COASTAL SURVEYING" found at the intersection of the northerly right-of-way (R.O.W.) line of State Highway 87 (120 feet wide) with the westerly R.O.W. line of Boyt Road (60 feet wide, Volume 555, Page 308, of the Galveston County Deed Records (G.C.D.R.)) (N:13,726,550.73; E:3,337,209.99);

THENCE, with the northerly R.O.W. line of said SH 87 and the southerly line of the herein described tract, South 54 Degrees 07 Minutes 55 Seconds West, a distance of 292.35 feet to a 1/2 inch iron rod with plastic cap stamped "Coastal Surveying" found for the east corner of Lot 4 of "The West Grounds Section 2", a subdivision of record at Clerk's File Number 2023054869 of the O.P.R.G.C.T. and the south corner of the herein described tract (N:13,726,379.43; E:3,336,973.08);

THENCE, with the easterly line of Lot 4 of "The West Grounds Section 2" and the westerly line of the herein described tract, North 31 Degrees 39 Minutes 48 Seconds West, a distance of 149.40 feet to a 1/2 inch iron rod with plastic cap stamped "Coastal Surveying" found in the southerly line of Lot 1 of "The West Grounds Section 2" for the north corner of Lot 4 of "The West Grounds Section 2" and the west corner of the herein described tract (N:13,726,506.60; E:3,336,894.65);

THENCE, with the southerly line of Lot 1 of "The West Grounds Section 2" and the northerly line of the herein described tract, North 54 Degrees 07 Minutes 55 Seconds East, a distance of 292.35 feet to a 1/2 inch iron rod with plastic cap stamped "Coastal Surveying" found in the westerly R.O.W. line of said Boyt Road for the east corner of Lot 1 of "The West Grounds Section 2" and the north corner of the herein described tract (N:13,726,677.89; E:3,337,131.56);

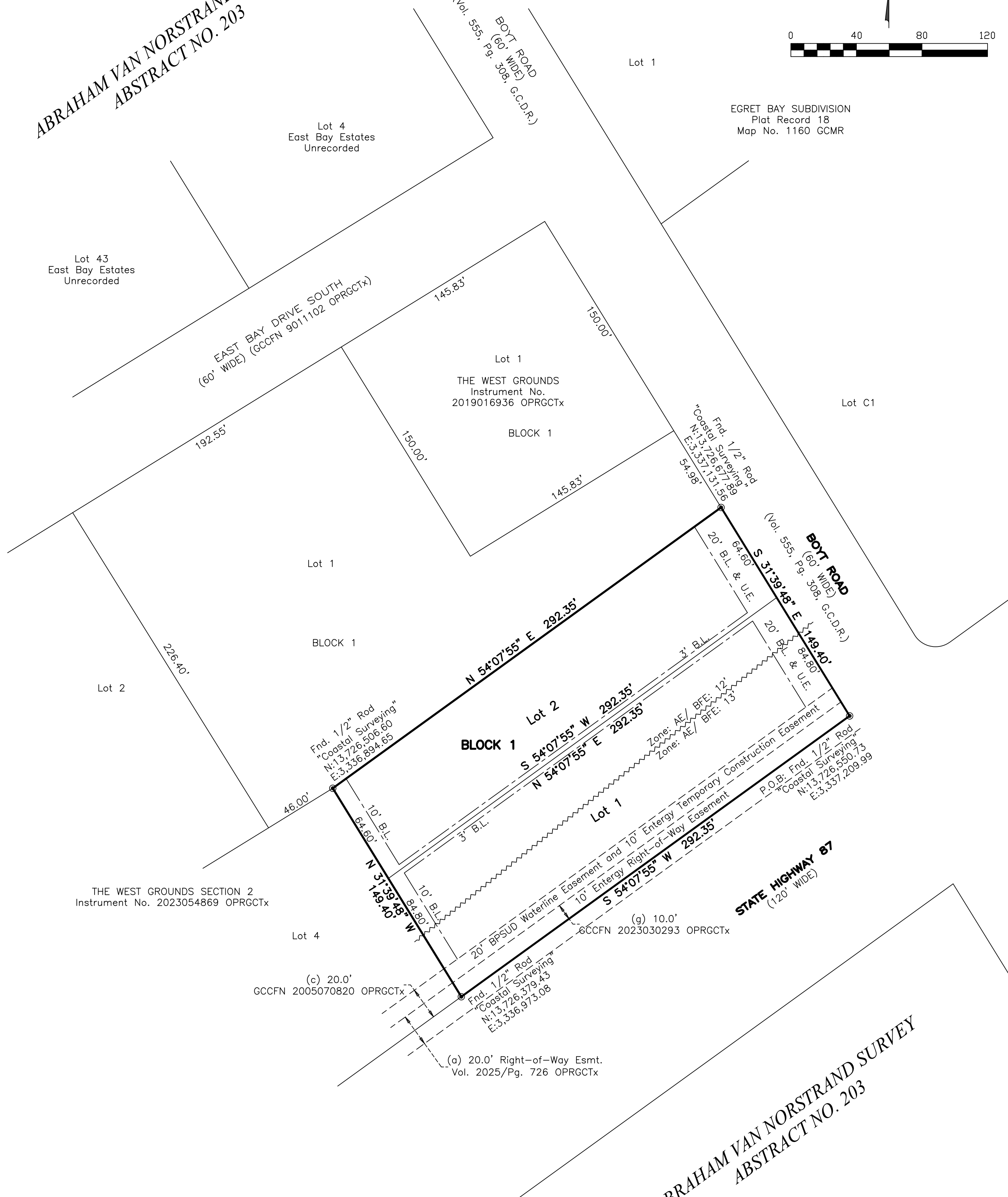
THENCE, with the westerly R.O.W. line of said Boyt Road and the easterly line of the herein described tract, South 31 Degrees 39 Minutes 48 Seconds East, a distance of 149.40 feet to the POINT OF BEGINNING and containing 1.000 acre (43,560 square feet) of land.

GENERAL NOTES:

- 1) According to the FEMA FIRM Community Number 48167C, Panel No. 0315 G, effective date August 15, 2019, this property lies within Zone AE with a Base Flood Elevation of 12' and 13' (as measured to the top of the bottom floor).
- 2) All bearings shown hereon are based upon the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "TXGM REF MON 2" (PID DR8251) (N: 13,703,575.9; E: 3,312,955.72).
- 3) Benchmark: TXGM REF MON 2 (PID DR 8251), the top of a 9/16-inch stainless steel rod driven into the ground and inside a 6-inch PVC pipe that is 42 feet long filled with grease that is encased in a 5-inch PVC pipe with Logo cap stamped TXGM-RM2 2022 situated at the Bolivar Ferry Visitors Area on the Bolivar Peninsula. Elevation: 4.3 feet, NAVD 1988. (N: 13,703,575.90; E: 3,312,955.72).
- 4) Lots subject to Building Lines and Utility Easements as shown on plat. (B.L.=Building Line, U.E.=Utility Easement)
- 5) This plat was prepared with the benefit of City Planning Letter: South Land Title; File No: TP-25109215, dated October 07, 2025.

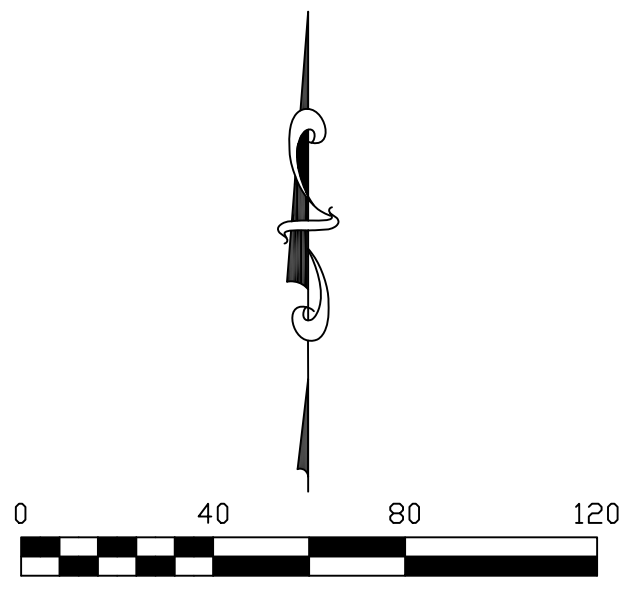
- (a) Perpetual Easement and Right-of-Way as set forth in Volume 2025, Page 726 in the Office of the County Clerk of Galveston County, Texas. (affects property, depicted on Plat, Bolivar Peninsula Water Line Corporation)
- (b) Easement and Right-of-Way as set forth in instrument recorded under Galveston County Clerk's File No. 8833748. (Does not appear to affect property, document is vague in location and without exhibit)
- (c) Bolivar Peninsula Water Transmission Line and Temporary Construction Easement 20 feet in width along the southeast property line, as granted to Bolivar Peninsula Special Utility District by instrument filed for record under Galveston County Clerk's File No. 2005070820. (affects property, depicted on Plat)
- (d) Subject to terms, conditions and stipulations contained in that certain application on-site sewage facilities, as set forth in instrument(s) filed for record under Galveston County Clerk's File No. 2014007689 and 2023034496 (affects property, blanket in nature)
- (e) Terms, conditions and stipulations of that certain Lease Agreement, a memorandum of which is filed for record under Galveston County Clerk's File No. 2019007870 (affects property, blanket in nature)
- (f) Terms, conditions and stipulations of that certain permission to convey by metes and bounds as set forth under Galveston County Clerk's File No. 2014069974 (affects property, blanket in nature)
- (g) Right-of-Way Instrument granted to Entergy Texas, Inc. as set forth in instrument recorded under Galveston County Clerk's File No. 2023030293. (affects property, depicted on Plat)
- (h) Bolivar Peninsula Special Utility District easement as set forth in instrument recorded under Galveston County Clerk's File No. 2024026492 (affects property, blanket in nature)

ABRAHAM VAN NORSTRAND SURVEY  
ABSTRACT NO. 203



| Acreage Table |        |       |
|---------------|--------|-------|
| Lot No.       | SqFt   | Acre  |
| 1             | 24,724 | 0.568 |
| 2             | 18,836 | 0.432 |
| Total         | 43,560 | 1.000 |

| Legend |   |
|--------|---|
| P.O.B. | Point of Beginning                            |
| B.L.   | Building Line                                 |
| U.E.   | Utility Easement                              |
| ~~~~~  | Approx. FEMA Flood Line as of August 15, 2019 |



STATE OF TEXAS {}  
COUNTY OF GALVESTON {}

We, BILLY PALMER and wife, CHERYL PALMER, hereinafter referred to as Owners of the 1.000 ACRE (43,560 square feet) tract described in the above and foregoing map of BEAVER ESTATES, do hereby make and establish said plat and development plan of said property according to all lines, dedications, restrictions and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or five feet six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally and additional ten feet (10' 0") for ten feet (10' 0") back to back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back to back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

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, 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 centerline of any and all bayous, creeks, gullies, ravines, draws, sloughs or other natural drainage courses located in said plat, as easements for drainage purposes giving Galveston County or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, 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 ways shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such property abutting shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, 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 area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters (1-3/4) square feet (18" diameter) with culverts and bridges to be provide 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 Commissioner's Court of Galveston County.

By: \_\_\_\_\_  
Billy Palmer  
By: \_\_\_\_\_  
Cheryl Palmer

STATE OF TEXAS {}  
COUNTY OF GALVESTON {}

BEFORE ME, the undersigned authority, on this day personally appeared Billy Palmer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public in and for the State of Texas

STATE OF TEXAS {}  
COUNTY OF GALVESTON {}

BEFORE ME, the undersigned authority, on this day personally appeared Cheryl Palmer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public in and for the State of Texas

STATE OF TEXAS {}  
COUNTY OF CHAMBERS {}

We, East Chambers County Branch of Anahuac National Bank, owners of a lien against the property described in the plat known as BEAVER ESTATES, said lien being evidenced by instrument of record in Clerk's File No. 2022058285 of Galveston County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said plat, and we hereby confirm that we are the present owners of said lien and have not assigned the same nor any part thereof.

By: \_\_\_\_\_  
Kenneth Moore, President and CEO of East Chambers County Bank branch of Anahuac National Bank

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth Moore, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public in and for the State of Texas

STATE OF TEXAS {}  
COUNTY OF GALVESTON {}

KNOW ALL MEN BY THESE PRESENTS  
I, DWIGHT D. SULLIVAN, County Clerk, Galveston County, Texas, do hereby certify that the written instrument was filed for record in my office on

recorded on \_\_\_\_\_ 2025, at \_\_\_\_\_ O'clock, \_\_\_\_ M., and duly  
Record Instrument # \_\_\_\_\_ 2025, at \_\_\_\_\_ O'clock, \_\_\_\_ M., in Plat \_\_\_\_\_, Galveston County records.

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

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 A. Henry - County Judge

\_\_\_\_\_  
Joe Giusti - Commissioner Precinct No. 2

The above subdivision titled BEAVER ESTATES as mapped, approved by the Commissioners' Court of Galveston County, Texas, by order of \_\_\_\_\_, 2025.

Dwight D. Sullivan County Clerk  
Galveston County, Texas

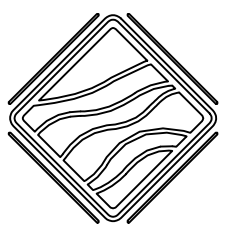
By \_\_\_\_\_ Deputy

I, Michael C. Shannon, County Engineer of Galveston County, Texas, do hereby certify that the plat of this subdivision complies with all existing rules and regulations of this office, as adopted by Commissioner's Court.

\_\_\_\_\_  
Michael C. Shannon - County Engineer

This is to certify that I, Michael Hoover, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey on the ground, and that all block corners, angle points, and points of curve are or will be properly marked with permanent monuments and that this plat correctly represents that survey.

\_\_\_\_\_  
Michael Hoover  
Registered Professional Land Surveyor  
Texas Registration No. 5423



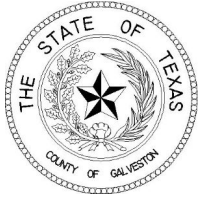
SEACOAST  
SURVEYORS  
409-684-6400  
975 West Lazy Lane / Crystal Beach, Texas 77650  
Mailing: P.O. Box 2579/Crystal Beach Texas 77650  
Texas Firm Registration No.: 10194703  
www.seacoastsurveyors.com

BEAVER ESTATES

1.000 Acre (43,560 Square Feet)  
situated in the Abraham Van Nordstrand Survey  
Abstract Number 203  
Galveston, County, Texas

2 LOTS 1 BLOCK

Owner:  
BILLY PALMER and wife CHERYL PALMER  
P.O. BOX 2449  
CRYSTAL BEACH, TX 77650



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*26.**

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Consideration of acceptance of streets and drainage facilities in Peninsula Subdivision into the county road maintenance system and release of the Colonial American Casualty and Surety Company bond no. PRF9423650 in the amount of \$187,500.00 submitted by Platting & Right-of-Way

### Approval History

| Seq # | Approver        | Action  | Action Date     |
|-------|-----------------|---------|-----------------|
| 1     | Dianna Martinez | Approve | 4/6/26 12:19 pm |

MICHAEL C. SHANNON, PE, CFM  
COUNTY ENGINEER



ELIZABETH ROBERTSON  
PLATTING & RIGHT-OF-WAY AGENT

THE COUNTY OF GALVESTON  
Office of the County Engineer  
Platting & Right-of-Way Division  
722 Moody, Galveston, TX 77550  
(409) 770-5399

April 2, 2026

Honorable Judge Henry  
and County Commissioners  
Galveston County  
Galveston, TX

Re: Streets & Drainage in Peninsula Subdivision

Gentlemen,

Streets and drainage facilities in Peninsula Subdivision have been built to county requirements and maintained by the developer for 1 year. It is recommended that you release the Maintenance Bond No. PRF9423650 from Colonial American Casualty and Surety Company in the amount of \$187,500.00 and accept the following streets and drainage facilities into the county maintenance system.

- Grand Parkway – 340.50 LF
- North Loop – 614.32 LF
- West Loop – 1,426.4 LF
- Center – 260 LF
- South Loop – 280.2
- Peninsula Blvd. – 2,165.93 LF

Respectfully,

A handwritten signature in blue ink that reads "ERobertson".

Elizabeth Robertson  
Platting & Right-of-Way Agent

Encl.

Cc: Joe Giusti, Commissioner Pct. 2  
Zachary Smith, Road & Bridge Administrator

STATE OF TEXAS - COUNTY OF GALVESTON

IN TESTIMONY WHEREOF, THE 1500 HWY 87, L.L.C., HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER, AND ITS COMMON SEAL HERETO AFFIXED THIS 26th day of August, 2024, AT GALVESTON, TEXAS.

*[Signature]*  
MANAGER

STATE OF TEXAS  
COUNTY OF GALVESTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JIM HANES, MANAGER OF 1500 HWY 87, L.L.C., KNOWN TO ME TO BE THE OWNER OF A 15.54 ACRES OF LAND KNOWN IN A CALLED 94.728 ACRES (TRACT 2), AND 6.04 ACRES TRACTS OF LAND OUT OF THE JONES SHAW SURVEY, A 179 IN GALVESTON COUNTY, TEXAS, AND PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 26 day of August, 2024.

NOTARY PUBLIC STATE OF TEXAS  
MY COMMISSION EXPIRES June 9, 2027

**FERNANDO GONZALEZ**  
My Notary # 13460780  
Expires June 9, 2027

L. DWIGHT D. SULLIVAN, COUNTY CLERK, OF GALVESTON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON September 4, 2024 AT 10:24:33 AM O'CLOCK, P.M. IN DOCUMENT NUMBER 2024040195.

WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON COUNTY, TEXAS, THE DAY AND THE DAY LAST WRITTEN ABOVE.

DWIGHT D. SULLIVAN, COUNTY CLERK  
GALVESTON COUNTY, TEXAS  
By: *[Signature]* COUNTY CLERK

I, MICHAEL SHANNON, COUNTY ENGINEER OF GALVESTON COUNTY, DO HEREBY CERTIFY THAT THE PLAN OF THIS SUBDIVISION COMPLETES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE GALVESTON COUNTY COMMISSIONERS' COURT.

APPROVED FOR FILING, WHEREIN GALVESTON COUNTY ASSUMES NO OBLIGATION FOR DRAINAGE, STREETS, ROADS OR MAKING ANY OTHER IMPROVEMENTS IN SAID SUBDIVISION

COMMISSIONER, PRECINCT NO. 2  
MARK HENRY COUNTY JUDGE

THE ABOVE SUBDIVISION TITLE PENINSULA PHASE 1 AS MAPPED, APPROVED BY THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS, BY ORDER DATED September 3, 2024.

DWIGHT D. SULLIVAN, COUNTY CLERK  
GALVESTON COUNTY, TEXAS  
By: *[Signature]* COUNTY CLERK

STATE OF TEXAS  
COUNTY OF GALVESTON

SOGNATORIO, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, IS OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS THE PENINSULA PHASE 1 - SECTION 1, SAID LIEN EVIDENCED BY INSTRUMENT OF RECORD UNDER CLERK'S FILE NO. 2023049995 OF GALVESTON COUNTY, TEXAS, DOES HEREBY SUBORDINATE ITS LIEN TO THE DEDICATIONS AND RESTRICTIONS SHOWN ON SAID PLAT. OWNER HEREBY CONFIRMS IT IS THE PRESENT OWNER OF SAID LIEN AND HAS NOT ASSIGNED THE LIEN OR ANY PART THEREOF.

*[Signature]*  
MANAGER

STATE OF TEXAS  
COUNTY OF GALVESTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED AN TURNER, KNOWN TO ME TO BE THE LENDHOLDER OF A 15.54 ACRES TRACT OF LAND SITUATED IN THE SAMUEL PARK SURVEY, ABSTRACT 162, IN GALVESTON COUNTY, TEXAS, AND PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 26 day of August, 2024.

NOTARY PUBLIC STATE OF TEXAS  
MY COMMISSION EXPIRES June 9, 2027

**FERNANDO GONZALEZ**  
My Notary # 13460780  
Expires June 9, 2027

STATE OF TEXAS  
COUNTY OF GALVESTON

I, TIMOTHY J. HELLSTROM, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE PLATED THE ABOVE SUBDIVISION FROM A SURVEY MADE ON THE GROUND, AND ALL LOTS ARE PROPERLY MARKED WITH SURVIVAL MONUMENTS WITH A CAP LABELED "COUNTY ENGINEERING FIRM 10194501" AND THIS REPEAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION.

*[Signature]*  
REGISTERED PROFESSIONAL LAND SURVEYOR  
LICENSE NO. 5640



STATE OF TEXAS  
COUNTY OF GALVESTON

IN TESTIMONY WHEREOF, THE 1500 HWY 87, L.L.C., HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER OF THE 15.54 ACRES TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF "PENINSULA PHASE 1" SECTION 1, 1500 HWY 87, L.L.C., AS RECORDED IN COUNTY CLERK'S FILE NO. 2022040990 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, AND A CALLED 94.728 ACRES TRACT CONVEYED TO 1500 HWY 87, L.L.C., AS RECORDED IN COUNTY CLERK'S FILE NUMBER 2021079076 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, AND A CALLED 6.04 ACRES TRACT CONVEYED TO 1500 HWY 87, L.L.C., AS RECORDED IN COUNTY CLERK'S FILE NUMBER 2021060595 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, SITUATED IN THE JONES SHAW SURVEY, ABSTRACT 179, GALVESTON COUNTY, TEXAS. DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, LOTS, BUILDING LOTS, STREETS, EASEMENTS, AND RIGHT OF WAY SHOWN HEREON, AND DESIGNATE SAID SUBDIVISION AS PENINSULA PHASE 1 - SECTION 1.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE ORIGINALLY INTENDED FOR THE CONSTRUCTION OF RESIDENTIAL DWELLING UNITS. THEREON SHALL BE RESTRICTED FOR THE SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS IF 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, ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE UTILITY EASEMENTS WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO LANDSCAPE USE THAT DOES NOT EXCEED A HEIGHT OF 20 FEET FROM GROUND LEVEL.

FURTHER, OWNERS CERTIFY AND COVENANT THAT THEY HAVE COMPLIED WITH OR WILL COMPLY WITH THE EXISTING GALVESTON COUNTY REGULATORY REQUIREMENTS ON FILE WITH THE GALVESTON COUNTY ENGINEER AND ADOPTED BY THE COMMISSIONERS' COURT OF GALVESTON COUNTY.

*[Signature]*  
MANAGER

NOTES:

- 1) ALL DRAINAGE EASEMENTS AND RIGHT OF WAY SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
- 2) THE "FLOOD INSURANCE RATE MAP", COMMUNITY PANEL NO. 49-167-03090S, EFFECTIVE DATE AUGUST 15, 2019, AS PUBLISHED BY FEDERAL EMERGENCY MANAGEMENT AGENCY, INDICATES THAT THIS PARCEL OF LAND LIES WITHIN ZONE AE & VE, WHICH ARE "AREAS OF SPECIAL FLOOD HAZARD".
- 3) ALL PROPERTY CORNERS WERE SET WITH A 5/8-INCH IRON ROD SET. # 1 PLASTIC CAP MARKED "COBALT ENGINEERING FIRM 10194501".
- 4) BEARINGS & COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD 83).
- 5) BUILDING SETBACK LINES ARE AS FOLLOWS 25' ALONG THE FRONT (ADJACENT TO RIGHT OF WAY LINES), 25' ALONG THE SIDE STREET, 5' ALONG THE INTERIOR LOT LINE (SIDE LOT LINES), AND 10' ALONG THE REAR.
- 6) A 34,020 SQUARE FOOT ACCESS EASEMENT IS PROVIDED FOR INGRESS/EGRESS TO ADJOINING PARCELS OF THIS PROJECT.
- 7) ALL INTERIOR BLOCK CORNERS SHOWN ABOVE WITH A CURVE HAVE A RADIUS OF 25 FEET.

OWNERS: 1500 HWY 87, L.L.C.  
PROPERTY CAD ADDRESS: 1520 HWY 87, CRYSTAL BEACH, TX 77650

BOUNDARY CURVE TABLE

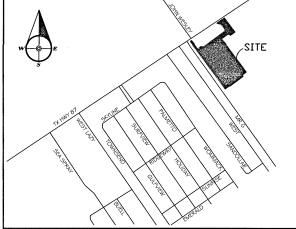
| #  | RADIUS | ARC LEN. | CHORD BEARING   | CHORD LENGTH |
|----|--------|----------|-----------------|--------------|
| C1 | 50.00' | 63.31'   | N 88° 07' 28" E | 59.16'       |
| C2 | 35.00' | 54.98'   | N 06° 51' 12" E | 49.50'       |
| C3 | 50.00' | 78.54'   | N 83° 08' 48" W | 70.71'       |

CENTERLINE CURVE TABLE

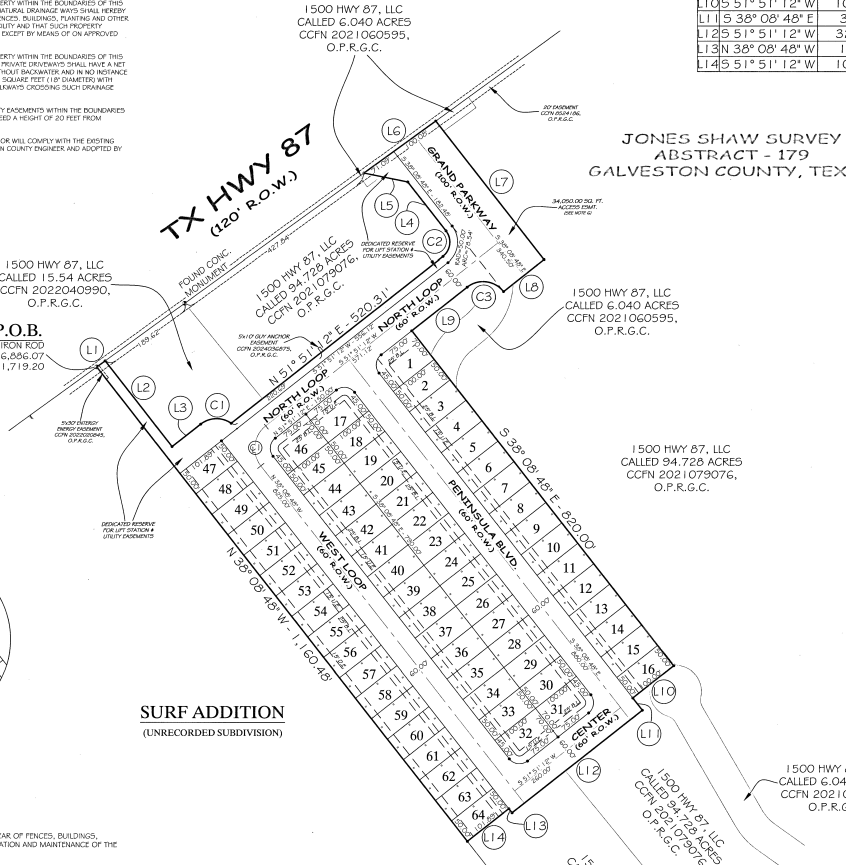
| #  | RADIUS | ARC LEN. | CHORD BEARING   | CHORD LENGTH |
|----|--------|----------|-----------------|--------------|
| Q1 | 55.00' | 86.39'   | S 06° 51' 12" W | 77.78'       |

LINE TABLE

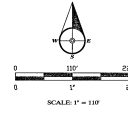
| #   | BEARING         | DISTANCE |
|-----|-----------------|----------|
| L1  | N 54° 07' 05" E | 20.00'   |
| L2  | S 38° 08' 48" E | 709.69'  |
| L3  | N 51° 51' 12" E | 20.00'   |
| L4  | N 38° 08' 48" W | 119.54'  |
| L5  | N 78° 35' 12" W | 86.39'   |
| L6  | N 54° 07' 05" E | 171.51'  |
| L7  | S 38° 08' 48" E | 338.53'  |
| L8  | S 51° 51' 12" W | 100.00'  |
| L9  | S 51° 51' 12" W | 136.12'  |
| L10 | S 51° 51' 12" W | 100.00'  |
| L11 | S 38° 08' 48" E | 30.00'   |
| L12 | S 51° 51' 12" W | 320.00'  |
| L13 | S 38° 08' 48" W | 10.00'   |
| L14 | S 51° 51' 12" W | 101.89'  |



VICINITY MAP  
SCALE: 1" = 100'



SURF ADDITION  
(UNRECORDED SUBDIVISION)



- B.L. = BUILDING LINE
- C.M. = CONTROL MONUMENT
 C.F.N. = COUNTY CLERK FILE NUMBER || C.O.B. = CORNER OF BLOCK | D.E. = DRAINAGE EASEMENT |
| I.P. = IRON PIPE | L.P. = LOT LINE |
| LEN. = LENGTH | P.O.B. = POINT OF BEGINNING |
| R.O.W. = RIGHT-OF-WAY | U.E. = UTILITY EASEMENT |

BEING A SUBDIVISION OF A 1.4233 ACRE TRACT OUT OF A CALLED 15.54 ACRE TRACT, TRACT 2, AS CONVEYED TO 1500 HWY 87, L.L.C. RECORDED IN COUNTY CLERK'S FILE NUMBER 2022040990 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, AND A CALLED 94.728 ACRES TRACT CONVEYED TO 1500 HWY 87, L.L.C., AS RECORDED IN COUNTY CLERK'S FILE NUMBER 2021079076 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, AND A CALLED 6.04 ACRES TRACT CONVEYED TO 1500 HWY 87, L.L.C., AS RECORDED IN COUNTY CLERK'S FILE NUMBER 2021060595 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, SITUATED IN THE JONES SHAW SURVEY, ABSTRACT 179, GALVESTON COUNTY, TEXAS.

ALL BEARING ARE BASED ON FWD STATE PLANE COORDINATES, SOUTH CENTRAL ZONE, AND 83.

THESE NORTH 54° 07' 05" EAST, ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 87, BY A DISTANCE OF 20.00 FEET TO A 5/8-INCH IRON ROD CAP, MARKED "COBALT ENGINEERING FIRM 10194501" SET IN A NORTHERLY CORNER OF THE HERIN DESCRIBED TRACT.

THESE SOUTH 38° 08' 48" EAST, A DISTANCE OF 209.69 FEET ALONG THE COMMON LINE BETWEEN THE ABOVE MENTIONED 94.728 ACRES AND 15.54 ACRES TRACTS AND THE HERIN DESCRIBED TRACT TO A 5/8-INCH IRON ROD CAP, MARKED "COBALT ENGINEERING FIRM 10194501" SET IN A NORTHERLY CORNER OF THE HERIN DESCRIBED TRACT.

THESE NORTH 51° 51' 12" EAST, A DISTANCE OF 70.00 FEET ALONG THE COMMON LINE BETWEEN THE ABOVE MENTIONED 94.728 ACRES AND 15.54 ACRES TRACTS AND THE HERIN DESCRIBED TRACT TO A 5/8-INCH IRON ROD CAP, MARKED "COBALT ENGINEERING FIRM 10194501" SET IN A NORTHERLY CORNER OF THE HERIN DESCRIBED TRACT.

THESE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 63.31 FEET, WITH A CHORD BEARING OF NORTH 88° 07' 28" EAST, AND A CHORD DISTANCE OF 59.16 FEET, TO A 5/8-INCH IRON ROD CAP, MARKED "COBALT ENGINEERING FIRM 10194501" SET IN A NORTHERLY CORNER OF THE HERIN DESCRIBED TRACT.

THESE NORTH 51° 51' 12" EAST, A DISTANCE OF 520.83 FEET ALONG THE COMMON LINE BETWEEN THE ABOVE MENTIONED 94.728 ACRES AND 15.54 ACRES TRACTS AND THE HERIN DESCRIBED TRACT TO A 5/8-INCH IRON ROD CAP, MARKED "COBALT ENGINEERING FIRM 10194501" SET IN A NORTHERLY CORNER OF THE HERIN DESCRIBED TRACT.

THESE NORTH 54° 07' 05" EAST, A DISTANCE OF 171.51 FEET ALONG THE COMMON LINE BETWEEN THE ABOVE MENTIONED 94.728 ACRES AND 15.54 ACRES TRACTS AND THE HERIN DESCRIBED TRACT TO A 5/8-INCH IRON ROD CAP, MARKED "COBALT ENGINEERING FIRM 10194501" SET IN A NORTHERLY CORNER OF THE HERIN DESCRIBED TRACT.

THESE ALONG THE NORTHEAST BOUNDARY LINE OF THE ABOVE MENTIONED 94.728 ACRES AND 6.04 ACRES TRACTS AND THE NORTHEAST BOUNDARY OF THE HERIN DESCRIBED TRACT, THE FOLLOWING PARCELS:

- 1) SOUTH 38° 08' 48" EAST, A DISTANCE OF 338.53 FEET TO A 5/8-INCH IRON ROD CAP SET, MARKED "COBALT ENGINEERING FIRM 10194501".
- 2) SOUTH 51° 51' 12" WEST, A DISTANCE OF 100.00 FEET TO A 5/8-INCH IRON ROD CAP SET, MARKED "COBALT ENGINEERING FIRM 10194501".
- 3) ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 78.54 FEET, WITH A CHORD BEARING OF NORTH 83° 08' 48" WEST, AND A CHORD DISTANCE OF 70.71 FEET, TO A 5/8-INCH IRON ROD CAP SET, MARKED "COBALT ENGINEERING FIRM 10194501".
- 4) SOUTH 51° 51' 12" WEST, A DISTANCE OF 126.12 FEET TO A 5/8-INCH IRON ROD CAP SET, MARKED "COBALT ENGINEERING FIRM 10194501".
- 5) SOUTH 38° 08' 48" EAST, A DISTANCE OF 30.00 FEET TO A 5/8-INCH IRON ROD CAP SET, MARKED "COBALT ENGINEERING FIRM 10194501".
- 6) SOUTH 51° 51' 12" WEST, A DISTANCE OF 100.00 FEET TO A 5/8-INCH IRON ROD CAP SET, MARKED "COBALT ENGINEERING FIRM 10194501".
- 7) SOUTH 51° 51' 12" WEST, A DISTANCE OF 10.00 FEET TO A 5/8-INCH IRON ROD CAP SET, MARKED "COBALT ENGINEERING FIRM 10194501".
- 8) SOUTH 51° 51' 12" WEST, A DISTANCE OF 101.89 FEET TO A 5/8-INCH IRON ROD CAP SET, MARKED "COBALT ENGINEERING FIRM 10194501" SET IN A POINT ON THE NORTHEAST BOUNDARY OF THE ABOVE MENTIONED SURF ADDITION SUBDIVISION, SAME BEING THE SOUTH CORNER OF THE HERIN DESCRIBED TRACT, A DISTANCE OF 1-150-40 FEET TO THE SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 87 AND THE POINT OF BEGINNING, CONTAINING 12.4233 ACRES.

PENINSULA, SECTION 1

BEING A SUBDIVISION OF A 1.4233 ACRE TRACT OUT OF A CALLED 15.54 ACRE TRACT, TRACT 2, AS CONVEYED TO 1500 HWY 87, L.L.C. AS RECORDED IN COUNTY CLERK'S FILE NUMBER 2022040990 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, AND A CALLED 94.728 ACRES TRACT CONVEYED TO 1500 HWY 87, L.L.C., AS RECORDED IN COUNTY CLERK'S FILE NUMBER 2021079076 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, AND A CALLED 6.04 ACRES TRACT CONVEYED TO 1500 HWY 87, L.L.C., AS RECORDED IN COUNTY CLERK'S FILE NUMBER 2021060595 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, SITUATED IN THE JONES SHAW SURVEY, ABSTRACT 179, GALVESTON COUNTY, TEXAS

STATE OF TEXAS - COUNTY OF GALVESTON

IN TESTIMONY WHEREOF, THE 1500 HWY 87, LLC., HAS CAUSED THESE PRESENTS TO BE SIGNED BY JW TURNER, ITS MANAGER, AND ITS COMMON SEAL HEREUNTO AFFIXED THIS DAY OF \_\_\_\_\_, 2026. OF A 7.873 ACRES (342,934.00 SQUARE FEET) ACRE TRACT OUT OF A CALLED 15.54 ACRE TRACT, TRACT 2, AS CONVEYED TO 1500 HWY 87, LLC., AS RECORDED IN COUNTY CLERKS FILE NUMBER 2022040990 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, AND A CALLED 94.728 ACRE TRACT CONVEYED TO 1500 HWY 87, LLC., AS RECORDED IN COUNTY CLERKS FILE NUMBER 2021079076 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, AND A CALLED 6.04 ACRE TRACT CONVEYED TO 1500 HWY 87, LLC., AS RECORDED IN COUNTY CLERKS FILE NUMBER 2021060595 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, SITUATED IN THE JONES SHAW SURVEY, ABSTRACT 179, GALVESTON COUNTY, TEXAS, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, EASEMENTS, AND RIGHT-OF-WAY SHOWN HEREON, AND DESIGNATE SAID SUBDIVISION AS PENINSULA, SECTION 2.

BY MANAGER, JW TURNER

STATE OF TEXAS  
COUNTY OF GALVESTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JW TURNER, MANAGER OF 1500 HWY 87, LLC., KNOWN TO ME TO BE THE OWNER OF A 7.873 ACRES OF LAND KNOWN IN A CALLED 94.728, 15.54 (TRACT 2), AND 6.04 ACRE TRACTS OF LAND OUT OF THE JONES SHAW SURVEY, A-179, IN GALVESTON COUNTY, TEXAS, AND PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

NOTARY PUBLIC, STATE OF TEXAS.  
MY COMMISSION EXPIRES \_\_\_\_\_.

I, DWIGHT D. SULLIVAN, COUNTY CLERK, OF GALVESTON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE RECORDED ON \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_M. AND DULY \_\_\_\_\_ O'CLOCK \_\_\_\_M.

WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON COUNTY, TEXAS, THE DAY AND LAST WRITTEN ABOVE.

DWIGHT D. SULLIVAN, COUNTY CLERK  
GALVESTON COUNTY, TEXAS

BY: \_\_\_\_\_ DEPUTY

I, \_\_\_\_\_, 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.

COUNTY ENGINEER

APPROVED FOR FILING, WHEREIN GALVESTON COUNTY ASSUMES NO OBLIGATION FOR DRAINAGE, STREETS, ROADS OR MAKING ANY OTHER IMPROVEMENTS IN SAID SUBDIVISION

JOE GIUSTI, COMMISSIONER, PRECINCT NO. 2  
MARK HENRY, COUNTY JUDGE

THE ABOVE SUBDIVISION TITLED PENINSULA SECTION 2 AS MAPPED, APPROVED BY THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS, BY ORDER DATED \_\_\_\_\_, 20\_\_\_\_.

DWIGHT D. SULLIVAN, COUNTY CLERK  
GALVESTON COUNTY, TEXAS

BY: \_\_\_\_\_ DEPUTY

STATE OF TEXAS  
COUNTY OF GALVESTON

SOGNATORE, LLC, A TEXAS LIMITED LIABILITY COMPANY, IS OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS THE PENINSULA, SECTION 2, SAID LIEN EVIDENCED BY INSTRUMENT OF RECORD UNDER CLERKS FILE NO. 2023049795 OF GALVESTON COUNTY, TEXAS, DOES HEREBY SUBORDINATE ITS LIEN TO THE DEDICATIONS AND RESTRICTIONS SHOWN ON SAID PLAT. OWNER HEREBY CONFIRMS IT IS THE PRESENT OWNER OF SAID LIEN AND HAS NOT ASSIGNED THE LIEN OR ANY PART THEREOF.

JW TURNER, MANAGER

STATE OF TEXAS  
COUNTY OF GALVESTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JW TURNER, KNOWN TO ME TO BE THE MANAGER OF SOGNATORE LLC, LIENHOLDER OF A 7.873 ACRE TRACT OF LAND SITUATED IN THE SAMUEL PARK SURVEY, ABSTRACT 162, IN GALVESTON COUNTY, TEXAS, AND PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

NOTARY PUBLIC, STATE OF TEXAS.  
MY COMMISSION EXPIRES \_\_\_\_\_.

STATE OF TEXAS  
COUNTY OF GALVESTON

I, JAMES M. POWERS, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE PLATTED THE ABOVE SUBDIVISION FROM A SURVEY MADE ON THE GROUND, AND ALL LOTS ARE PROPERLY MARKED WITH 5/8" IRON RODS SET WITH A CAP LABELED "COBALT ENGINEERING FIRM 10194581", AND THIS REPLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION.

JAMES M. POWERS, RPLS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
LICENSE NO. 5593

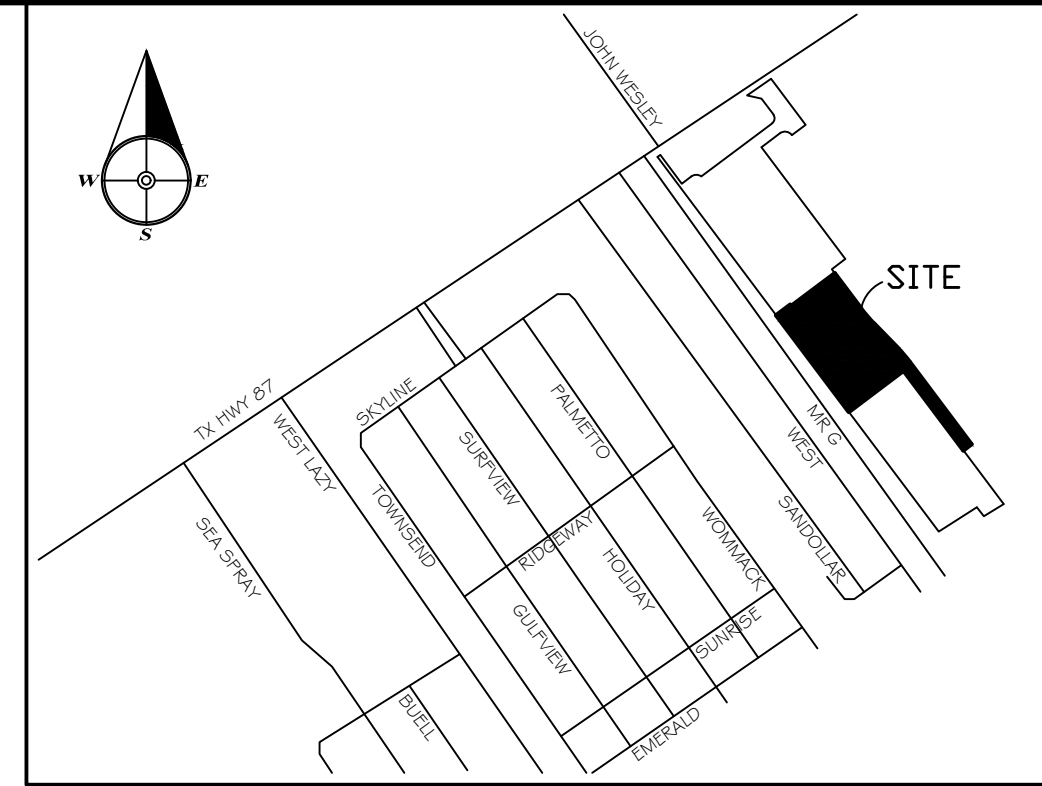
JOB # 21-0365  
DRAWN BY: JSM

BOUNDARY LINE TABLE with columns: #, BEARING, DISTANCE, #, BEARING, DISTANCE. Rows L1-L6 and L7-L11.

BOUNDARY CURVE TABLE with columns: #, RADIUS, ARC LEN., CHORD BEARING, CHORD LENGTH. Rows C1, C2.

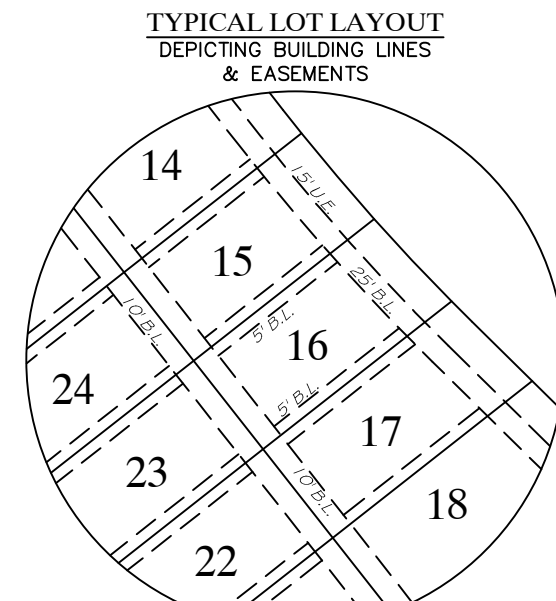
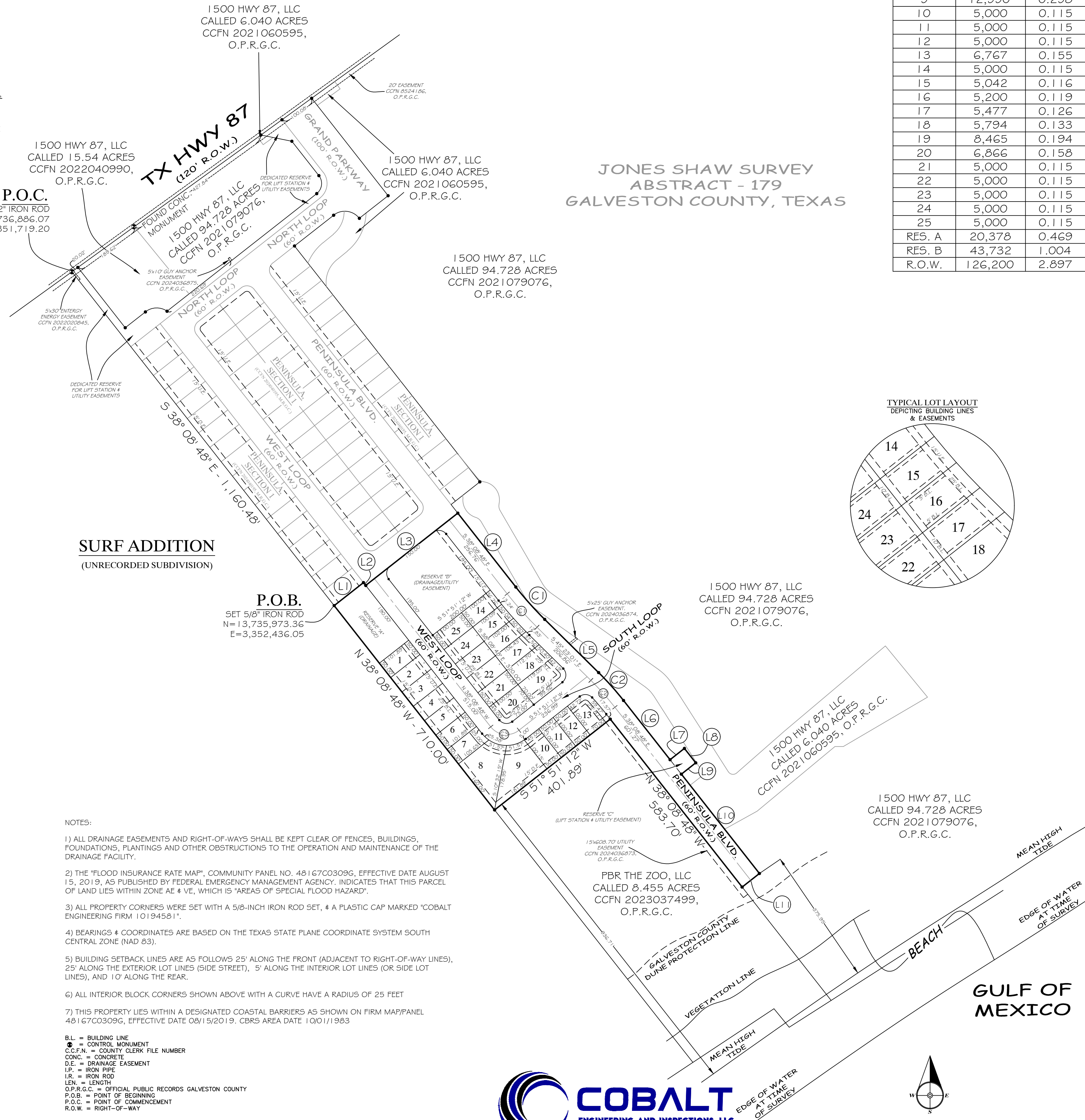
ROAD CENTERLINE CURVE TABLE with columns: #, RADIUS, ARC LEN., CHORD BEARING, CHORD LENGTH. Rows C1, C2, C3.

ACREAGE TABLE with columns: LOT #, SQ. FT., ACRE. Rows 1-25, RES. A, RES. B, R.O.W.



VICINITY MAP  
SCALE: 1" = 1000'

JONES SHAW SURVEY  
ABSTRACT - 179  
GALVESTON COUNTY, TEXAS



STATE OF TEXAS  
COUNTY OF GALVESTON

IN TESTIMONY WHEREOF, THE 1500 HWY 87, LLC., HAS CAUSED THESE PRESENTS TO BE SIGNED BY JW TURNER, ITS MANAGER OF THE 7.873 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF "PENINSULA, SECTION 2" DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAN OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS), ALLEYS, PARKS, DRAINAGE, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND 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 AND SHALL BE RESTRICTED FOR THE SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS IF 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, ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

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 WAYS SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTING AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH PROPERTY ABUTTING SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, 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 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 (1 1/8" DIAMETER) WITH CULVERTS AND BRIDGES TO BE PROVIDE FOR ALL PRIVATE DRIVEWAYS OR WALKWAYS CROSSING SUCH DRAINAGE FACILITIES.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE UTILITY EASEMENTS WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO LANDSCAPE USE THAT DOES NOT EXCEED A HEIGHT OF 20 FEET FROM GROUND LEVEL.

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.

BY 1500 HWY 87, LLC, MANAGER

BEING A TRACT OF LAND CONTAINING 7.873 ACRES OUT OF A CALLED 15.54 ACRE TRACT CONVEYED TO 1500 HWY 87, LLC AS RECORDED IN COUNTY CLERKS FILE NUMBER 2022040990 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, AND OUT OF A CALLED 94.728 ACRE TRACT CONVEYED TO 1500 HWY 87, LLC, AS RECORDED IN COUNTY CLERKS FILE NUMBER 2021079076 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, AND OUT OF A CALLED 6.04 ACRE TRACT CONVEYED TO 1500 HWY 87, LLC, AS RECORDED IN COUNTY CLERKS FILE NUMBER 2021060595 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, SITUATED IN THE JONES SHAW SURVEY, ABSTRACT 179, GALVESTON COUNTY, TEXAS.

ALL BEARINGS & COORDINATES ARE BASED ON TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE, NAD 83; COMMENCING AT A 1/2" IRON ROD FOUND IN THE SOUTHEAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 87, THE NORTHWESTERLY CORNER OF THE 15.54 ACRE TRACT, THE SAME ALSO BEING THE NORTH CORNER OF SURF ADDITION, AN UNRECORDED SUBDIVISION IN GALVESTON COUNTY, TEXAS, AND HAVING GRID COORDINATES OF N: 1,373,886.07; E: 3,351,719.20;

THENCE SOUTH 38° 08' 48" EAST, ALONG THE NORTHEASTERLY LINE OF THE SURF ADDITION SUBDIVISION AND THE SOUTHWESTERLY LINE OF THE 15.54 ACRE TRACT A DISTANCE OF 1,160.48 FEET TO A 5/8-INCH IRON ROD, MARKED "COBALT ENGINEERING FIRM # 10194581" SET IN THE MOST NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING, AND HAVING GRID COORDINATES OF N: 1,373,886.07; E: 3,352,436.05;

THENCE NORTH 51° 51' 12" EAST, A DISTANCE OF 101.89 FEET ALONG THE COMMON LINE BETWEEN THE ABOVE MENTIONED 15.54 ACRE TRACTS AND THE HEREIN DESCRIBED TRACT TO A 5/8-INCH IRON ROD, MARKED "COBALT ENGINEERING FIRM # 10194581" SET IN A NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 38° 08' 48" EAST, A DISTANCE OF 10.00 FEET ALONG THE COMMON LINE BETWEEN THE ABOVE MENTIONED 15.54 ACRE TRACTS AND THE HEREIN DESCRIBED TRACT TO A 5/8-INCH IRON ROD, MARKED "COBALT ENGINEERING FIRM # 10194581" SET IN A NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 51° 51' 12" EAST, ALONG THE COMMON LINE BETWEEN THE ABOVE MENTIONED 15.54 ACRE TRACT AND THE HEREIN DESCRIBED TRACT AT A DISTANCE OF 130.91 FEET, PASSING THE EASTERLY LINE OF THE 15.54 ACRE TRACT AND CONTINUING ALONG THE COMMON LINE BETWEEN THE ABOVE MENTIONED 94.728 ACRE TRACTS AND THE HEREIN DESCRIBED TRACT A TOTAL DISTANCE OF 320.00 FEET TO A 5/8-INCH IRON ROD, MARKED "COBALT ENGINEERING FIRM # 10194581" SET IN THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE ALONG THE SOUTHWEST BOUNDARY LINE OF THE ABOVE MENTIONED 94.728 ACRE TRACT AND THE NORTHEAST BOUNDARY LINE OF THE HEREIN DESCRIBED TRACT THE FOLLOWING NINE COURSES:

- 1) SOUTH 38° 08' 48" EAST, A DISTANCE OF 256.76 FEET TO A 5/8-INCH IRON ROD & CAP SET, MARKED "COBALT ENGINEERING FIRM # 10194581";
- 2) ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 940.00 FEET, AN ARC LENGTH OF 118.73 FEET, WITH A CHORD BEARING OF SOUTH 41° 45' 55" EAST, AND A CHORD DISTANCE OF 118.65 FEET, TO A 5/8-INCH IRON ROD & CAP SET, MARKED "COBALT ENGINEERING FIRM # 10194581";
- 3) SOUTH 45° 23' 01" EAST, A DISTANCE OF 206.86 FEET TO A 5/8-INCH IRON ROD & CAP SET, MARKED "COBALT ENGINEERING FIRM # 10194581";
- 4) ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 810.00 FEET, AN ARC LENGTH OF 102.31 FEET, WITH A CHORD BEARING OF SOUTH 41° 45' 55" EAST, AND A CHORD DISTANCE OF 102.24 FEET, TO A 5/8-INCH IRON ROD & CAP SET, MARKED "COBALT ENGINEERING FIRM # 10194581";
- 5) SOUTH 38° 08' 48" EAST, A DISTANCE OF 205.94 FEET TO A 5/8-INCH IRON ROD & CAP SET, MARKED "COBALT ENGINEERING FIRM # 10194581";
- 6) NORTH 51° 51' 12" EAST, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD & CAP SET, MARKED "COBALT ENGINEERING FIRM # 10194581";
- 7) SOUTH 38° 08' 48" EAST, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD & CAP SET, MARKED "COBALT ENGINEERING FIRM # 10194581";
- 8) SOUTH 51° 51' 12" WEST, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD & CAP SET, MARKED "COBALT ENGINEERING FIRM # 10194581";
- 9) SOUTH 38° 08' 48" EAST, AT A DISTANCE OF 38.78 FEET PASSING THE NORTHWEST LINE OF THE ABOVE MENTIONED 6.04 ACRE TRACT AND AT A DISTANCE OF 190.25 FEET PASSING THE SOUTHEAST LINE OF THE 6.04 ACRE TRACT AND CONTINUING A FULL DISTANCE OF 345.33 FEET TO A 5/8-INCH IRON ROD & CAP, MARKED "COBALT ENGINEERING FIRM # 10194581" SET IN THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 51° 51' 12" WEST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD, MARKED "COBALT ENGINEERING FIRM # 10194581" SET IN A POINT ON THE NORTHEASTERLY LINE OF A 8.455 ACRE TRACT CONVEYED TO PBR THE ZOO, LLC AS RECORDED IN COUNTY CLERKS FILE NUMBER 2023037499 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, SAME BEING THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

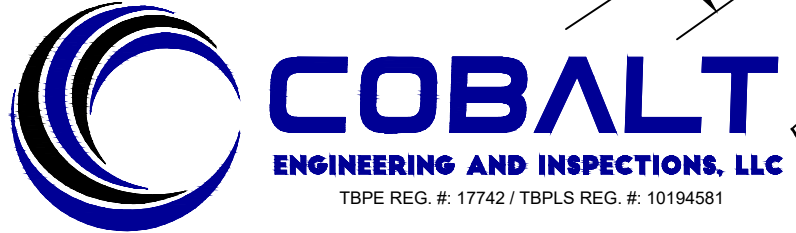
THENCE NORTH 38° 08' 48" WEST, ALONG THE COMMON LINE BETWEEN THE ABOVE MENTIONED 8.455 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 583.70 TO A 5/8-INCH IRON ROD, MARKED "COBALT ENGINEERING FIRM # 10194581" SET IN THE NORTH CORNER OF THE 8.455 ACRE TRACT AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 51° 51' 12" WEST, CONTINUING ALONG THE COMMON LINE BETWEEN THE 8.455 ACRE TRACT AND THE HEREIN DESCRIBED TRACT A DISTANCE OF 401.89 FEET TO A 5/8-INCH IRON ROD, MARKED "COBALT ENGINEERING FIRM # 10194581" SET IN A POINT ON THE NORTHEASTERLY LINE OF SURF ADDITION, THE WEST CORNER OF THE 8.455 ACRE TRACT, AND SAME BEING THE MOST SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

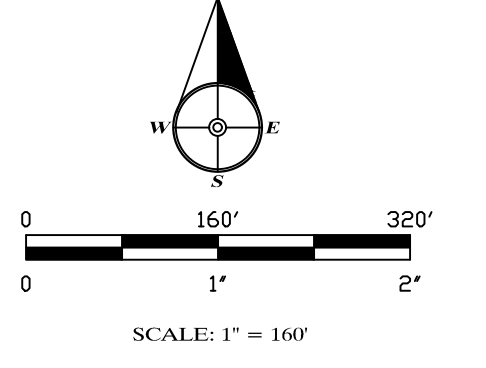
THENCE NORTH 38° 08' 48" WEST, A DISTANCE OF 710.00 FEET ALONG THE COMMON LINE BETWEEN THE ABOVE MENTIONED SURF ADDITION AND THE HEREIN DESCRIBED TRACT TO THE POINT OF BEGINNING, CONTAINING 7.873 ACRES.

PENINSULA, SECTION 2  
(25 LOTS, 3 RESERVES)

BEING A SUBDIVISION OF 7.873 ACRES OUT OF A CALLED 15.54 ACRE TRACT, TRACT 2, AS CONVEYED TO 1500 HWY 87, LLC AS RECORDED IN COUNTY CLERKS FILE NUMBER 2022040990 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, AND ALSO OUT OF A CALLED 94.728 ACRE TRACT CONVEYED TO 1500 HWY 87, LLC., AS RECORDED IN COUNTY CLERKS FILE NUMBER 2021079076 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, AND OUT OF A CALLED 6.04 ACRE TRACT CONVEYED TO 1500 HWY 87, LLC., AS RECORDED IN COUNTY CLERKS FILE NUMBER 2021060595 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, SITUATED IN THE JONES SHAW SURVEY, ABSTRACT 179, GALVESTON COUNTY, TEXAS



12005 DELANY ROAD • LA MARQUE, TEXAS 77568 • 409-354-5925



OWNERS: 1500 HWY 87, LLC.  
PROPERTY CAD ADDRESS: 1520 HWY 87, CRYSTAL BEACH, TX 77650

Bond No: PRF9423650

### Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS, that we

ALLCO, LLC hereinafter

called Principal, as Principal, and Colonial American Casualty and Surety Company,  
a corporation of the State of Illinois, Schaumburg, Illinois, hereinafter called Surety, as Surety,  
are held and firmly bound unto

Galveston County

hereinafter called Oblige in the sum of One Hundred Eighty-Seven Thousand Five Hundred and 00/100 (\$187,500.00)  
DOLLARS, lawful money of the United States of America, to be paid to the said Oblige, or its successors or assigns, to  
the payment of which sum well and truly to be made, we do bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 8th day of October, 2024.

WHEREAS, the Principal entered into a contract with the said Oblige, dated July 5, 2022,  
for  
1500 Highway 87 Road Improvements  
and,

WHEREAS, the Oblige requires that these presents be executed on or before the final completion and acceptance of said  
contract and

WHEREAS, said contract was completed and accepted on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

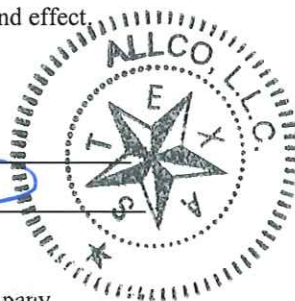
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall remedy, without  
cost to the Oblige, any defects which may develop during a period of One (1) Year  
from the date of completion and acceptance of the work performed under the contract, caused by defective or inferior  
materials or workmanship, then this obligation shall be void: otherwise it shall be and remain in full force and effect.

ATTEST:

MaryBeth DeLoach

ALLCO, LLC

By: T.W. Harrison President



Colonial American Casualty and Surety Company

[Signature]

By: Jillian O'Neal, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to Edward ARENS, Rebecca GARZA, Philip BAKER, Michele BONNIN, Jillian O'NEAL, Erica A. COX, Hannah MONTAGNE of The Woodlands, Texas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 08th day of January, A.D. 2024.



**ATTEST:**  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*  
Vice President

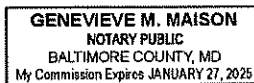
By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 08th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of October, 2024 .



*Thomas O. McClellan*

Thomas O. McClellan  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsclaims@zurichna.com](mailto:reportsclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790



## Texas Important Notice

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

**1-800-382-2150**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

**1-800-382-2150**

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:** Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



**GALVESTON COUNTY, TEXAS**  
**COMMISSIONERS COURT**

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

**\*27.**

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**Grant Award/Agreement**

- 1) **Court Date:** 4/13/2026
- 2) **Department:** Grants Administration
- 3) **Grant Agency:** Texas General Land Office
- 4) **Funding Source:** Community Development Block Grant - Regional Mitigation Program - Method of Distribution
- 5) **Grant Start Date:** 4/13/2026
- 6) **Grant End Date:** 3/31/2029
- 7) **Program Year:** 2026
- 8) **Program End Date:** 3/31/2029
- 9) **Renewal Grant:** No
- 10) **Contract #:** 24-065-207-F592
- 11) **Description:** Rollover Pass Waterline Improvements, Bacliff Street Improvements and San Leon Street Improvements
- 12) **Grant Organization Keys:**
- 13) **Grant Type:**

**Expenditure Type**

- 14) **Grant Funded:** \$7,447,005.24
- 15) **County Funded:** \$0
- 16) **Total Project Amount:** \$7,447,005.24
- 17) **Assigned Department Contact:** Miriam Moran

**County Funding Sources**

- 18) **Match Fund:** \$0
- 19) **Match Division:** N/A

**NOTES:**

Electronic signature required via DocuSign submitted from the Texas General Land Office

### **Approval History**

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| <b>Seq #</b>  | <b>Approver</b>   | <b>Action</b> | <b>Action Date</b> |
|---------------|---|---------------|--------------------|
| 1             | Jamie Brownson  | Disapprove    | 3/31/26 8:01 am    |
| <b>Notes:</b> | Please fix the grammatical error in Background Section. |               |                    |
| 2             | Jamie Brownson  | Disapprove    | 3/31/26 8:16 am    |
| <b>Notes:</b> | One additional grammatical correction                   |               |                    |
| 3             | Jamie Brownson  | Approve       | 3/31/26 8:28 am    |
| 4             | Miriam Moran  | Approve       | 3/31/26 9:05 am    |
| 5             | Michael Shannon   | Approve       | 3/31/26 9:35 am    |
| 6             | Diana Huallpa   | Approve       | 3/31/26 5:19 pm    |
| 7             | Sergio Cruz   | Approve       | 4/1/26 5:10 pm     |

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**MEMORANDUM**

**To: Galveston County Commissioners Court**  
**From: Grants Administration Department**  
**Court Date: 4/13/2026**  
**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 (three) mitigation projects: 1 Flood and Drainage Improvement and 2 Street Improvements projects throughout the County of Galveston.

**SUMMARY**

Galveston County has been awarded 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 attached contract agreement outlines the scope of project, subaward and contract documents.

**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 to execute GLO Contract No. 24-065-207-F592 for the 3 mitigation projects.

**ATTACHEMENTS FOR WET SIGNATURE**

Electronic signature required via DocuSign from the GLO



**GLO CONTRACT NO. 24-065-207-F592**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**MITIGATION PROGRAM – REGIONAL MITIGATION PROGRAM PROJECTS**  
**NON-RESEARCH & DEVELOPMENT**  
**MITIGATION FUNDING**

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **GALVESTON COUNTY**, Texas Identification Number (TIN) **17460009081** (“Subrecipient”), each a “Party” and collectively the “Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Mitigation (“CDBG-MIT”) program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, or 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State’s program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

**ARTICLE I - GENERAL PROVISIONS**

**1.01 SCOPE OF PROJECT AND SUBAWARD**

(a) **Scope of Project**

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Activities defined in **Attachment A** (the “Project”). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) **Subaward**

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient’s approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient’s approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$7,447,005.24**, payable as reimbursement of Subrecipient’s allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

**1.02 CONTRACT DOCUMENTS**

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report
- ATTACHMENT G:** GLO Information Security Appendix
- ATTACHMENT H:** Contract Reporting Template

**1.03 GUIDANCE DOCUMENTS**

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) the Method of Distribution (as applicable);
- (e) Other guidance posted at: <https://recovery.texas.gov/action-plans/mitigation/index.html>; and

(f) Other guidance posted at: <https://www.hudexchange.info/>.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

#### 1.04 DEFINITIONS

“[Acquisition](#)” means the purchase by Subrecipient of residential real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. § 5305(a)(1). Subrecipient may acquire property through the property owner’s voluntary relinquishment of the property upon Subrecipient’s purchase of it or through Subrecipient’s eminent domain authority.

“[Act](#)” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

“[Action Plan](#)” means the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan, as amended, found at <https://recovery.texas.gov/action-plans/mitigation/index.html>.

“[Activity](#)” means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient’s Performance Statement and Budget in **Attachment A**.

“[Administrative and Audit Regulations](#)” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“[Advance Payment](#)” means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

“[Amendment](#)” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“[Application](#)” or “[Grant Application](#)” means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

“[As-Built Plans](#)” means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflects all changes made in the specifications and working drawings during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

“[Audit Certification Form](#)” means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient’s fiscal year expenditures.

“[AUGF](#)” means HUD Form 7015.16, *Authority to Use Grant Funds*.

“[Benchmark](#)” means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

“[Budget](#)” means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

“[Buyout](#)” means an Acquisition of real property in a floodplain or Disaster Risk Reduction Area that Subrecipient makes with the intent to reduce risk of real and personal property damage from future flooding events. Real property purchased under a local Buyout program is subject to post-acquisition land-use restrictions, which require that any structures on the property be demolished or relocated and the land be reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

“[CDBG-MIT](#)” means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“[Certificate of Construction Completion](#)” or “[COCC](#)” means a document to be executed by Subrecipient, Subrecipient’s construction contractor, and Subrecipient’s engineer for each construction project that, when fully executed, provides final performance measures for the project and indicates acceptance of the completed project.

“[C.F.R.](#)” means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“[COG](#)” means Council of Governments, a political subdivision responsible for representing member local governments, mainly cities and counties, seeking to provide cooperative planning, coordination, and technical assistance on issues of mutual concern crossing jurisdictional lines.

“[Contract](#)” means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

“[Contract Documents](#)” means the documents listed in **Section 1.02**.

“[Contract Period](#)” means the period of time between the effective date of the Contract and its expiration or termination date.

“[Deliverable](#)” means a work product required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

“[Disaster Risk Reduction Area](#)” means a clearly delineated area established by Subrecipient in which real property suffered damage from a disaster for which CDBG-MIT funding has been awarded to Subrecipient and in which the safety and well-being of area residents are at risk from future flooding events.

“[DRGR](#)” means the U.S. Department of Housing and Urban Development’s Disaster Recovery and Grant Reporting System.

“[Environmental Review Record](#)” or “[ERR](#)” means the cumulative documentation required for each Activity or project to certify whether or not the Activity or project was found to have significant impacts on the environment and certify that, in order to reach said conclusion, the required environmental review process was completed in accordance with HUD’s environmental regulations.

“[Equipment](#)” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$10,000, as defined at 2 C.F.R. § 200.1.

“[Event of Default](#)” means the occurrence of any of the events set forth in **Section 3.03**, herein.

“[Federal Assurances](#)” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means the document titled “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Register](#)” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development’s Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT allocations funding this Contract.

“[Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[FWCR](#)” means Final Wage Compliance Report, a report Subrecipient will prepare at the completion of each federally funded project to certify that all workers on the project have been paid contract-specified prevailing wages and that any restitution owed to workers has been paid.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means accounting principles as defined by the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“[GLO](#)” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“[GLO Implementation Manual](#)” means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

“[Grant Completion Report](#)” or “[GCR](#)” means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

“[Grant Manager](#)” means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

“[Guidance Documents](#)” means the documents referenced in **Section 1.03**.

“[HUD](#)” means the United States Department of Housing and Urban Development.

“[Implementation Schedule](#)” means the schedule that establishes the Project milestones Subrecipient will utilize to ensure timely expenditures and Project completion.

“[Infrastructure](#)” means a project involving the creation of, repairs to, or replacement of public-works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors. The term “Infrastructure” may also include a Planning Study project that relates to or affects Infrastructure facilities or systems.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“[Low- and Moderate-Income](#)” or “[LMI](#)” means a family or individual household whose annual income does not exceed eighty percent (80%) of the median family income or such other income limits as determined by HUD. This definition includes Very-Low-, Low-, and Moderate-Income households.

“[LMISD](#)” means low-and moderate-income summary data as published by HUD which assists CDBG-MIT grantees in determining whether or not a CDBG-funded activity qualifies as a LMA activity.

“[Method of Distribution](#)” or “[MOD](#)” means a document developed for a specific region that outlines the distribution of CDBG-MIT funding to counties, cities, and local government entities in the region.

“[MID](#)” means “most impacted and distressed,” referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

“[Monthly Activity Status Report](#)” means a monthly Project Benchmark status report, as required under **Section 4.02**, for which a template is included as **Attachment F** of this Contract.

“[NTP](#)” means “notice to proceed,” a written authorization from the GLO to Subrecipient that allows Subrecipient to commence the work described in the NTP.

“[Performance Statement](#)” means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

“[Planning](#)” means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

“[Program](#)” means the CDBG-MIT program, administered by HUD and the GLO.

“[Project](#)” means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A**.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Regional Mitigation Program](#)” means the CDBG-MIT program implemented by the GLO under which COGs develop and implement Methods of Distribution allocating CDBG-MIT funds to local entities to reduce future impacts from major disasters in the region, as outlined in the Action Plan.

“[Revision](#)” means the GLO’s written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“[Start-Up Documentation](#)” means the documents identified in Section 2.8.1 of the GLO Implementation Manual that must be completed and/or submitted to the GLO as specified in **Section 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

“[Subrecipient](#)” means Galveston County, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

“[Texas Integrated Grant Reporting System](#)” or “[TIGR](#)” means the GLO system of record for documenting and reporting the use of grant funding.

“[U.S.C.](#)” means the United States Code.

**1.05 INTERPRETIVE PROVISIONS**

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.

- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.
- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment E**; **Attachment B**; **Attachment C**; **Attachment F**; **Attachment G**; **Attachment H**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

**ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, AND INCOME**

**2.01 REIMBURSEMENT REQUESTS**

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO’s Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

## 2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

**THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.**

Unless otherwise instructed in this Section, Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or within thirty (30) days after the date of Contract termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

## 2.03 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly unless otherwise authorized by the GLO in writing. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO, HUD, and statutory restrictions and requirements.

### **ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT**

#### 3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **March 31, 2029**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.**

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period two (2) times for a period of up to one (1) year each. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

### **3.02 EARLY TERMINATION**

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

### **3.03 EVENTS OF DEFAULT**

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

### **3.04 REMEDIES; NO WAIVER**

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

### **3.05 REVERSION OF ASSETS**

Upon expiration or termination of the Contract and subject to this Article:

- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24

C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

**ARTICLE IV - CONTRACT ADMINISTRATION**

**4.01 SUBMISSIONS – GENERALLY**

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.12** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

**If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient’s correction of the deficiency.**

**(a) Start-Up Documentation**

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

**(b) Audit Certification Form**

Not later than the close of business sixty (60) calendar days after the end of Subrecipient’s fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

**(c) Other Forms**

In conformance with required state and federal laws applicable to the Contract:

- (i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C**, General Affirmations;
- (ii) Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;
- (iii) Subrecipient must execute the “Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87,” found at Page 3 of **Attachment B**; and
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, “Disclosure of Lobbying Activities,” found at Page 4 of **Attachment B**.

#### 4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report) or as otherwise instructed by the GLO Grant Manager, for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the fifth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Subrecipient shall submit the Monthly Activity Status Reports to the GLO through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager.

#### 4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment H** to prepare the monthly reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment H** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-MIT funding allocation.

#### 4.04 SECTION 3 REPORTING REQUIREMENTS

In accordance with 24 C.F.R. § 75.25, Subrecipient is required to submit to the GLO quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended ([12 U.S.C. § 1701u](#)), the results of such actions taken, and impediments encountered (if any) to such actions. Subrecipient should maintain records of job vacancies, solicitations of bids or proposals, selection materials and contracting documents (including scopes of work and contract amounts), in accordance with procurement laws and regulations. Records should demonstrate Subrecipient's efforts to achieve the Section 3 numerical goals.

Section 3 quarterly reports are due on the 10<sup>th</sup> of the month following the quarter's close. The schedule is as follows:

Quarter 1 (Sept-Nov): Due **December 10<sup>th</sup>**

Quarter 2 (Dec-Feb): Due **March 10<sup>th</sup>**

Quarter 3 (Mar-May): Due **June 10<sup>th</sup>**

Quarter 4 (Jun-Aug): Due **September 10<sup>th</sup>**

Subrecipient is also required to submit an annual report, due on **September 30** of each year during the Contract Period. Forms for the Section 3 quarterly and annual reports may be found at [s3-section-3-quarterly-report.xlsx \(live.com\)](#) and [s7-section-3-annual-summary-report.xlsx \(live.com\)](#). Subrecipient must submit completed forms to the GLO through the TIGR system, as instructed by the GLO Grant Manager.

If Subrecipient conducts no hiring or contracting efforts during a quarter, Subrecipient must report zeros in the quarterly report fields for such and add a note in the “other efforts, see remarks below” field that states that fact.

Subrecipient is not required to develop and implement a Section 3 Plan and assign a Section 3 Coordinator, but these actions are considered best practices.

**ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT**

**5.01 FEDERAL FUNDING**

- (a) Funding for this Contract is appropriated by the Congress of the United States under the act(s) listed in the table below and allocated to the State of Texas by HUD in accordance with Executive Order 12892, to fund disaster relief and recovery efforts in presidentially declared major disaster areas, as defined in Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 *et seq.*).

| Congressional Act   | Federal Award Identification Number (FAIN) |
|---|--|
| Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted February 9, 2018, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 <i>et seq.</i> ) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017 | B-18-DP-48-0002                            |

The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for noncompliance.

- (b) **Subrecipient must have an assigned Unique Entity Identifier (UEID). Subrecipient must report its UEID to the GLO for use in various reporting documents.** A UEID may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

**5.02 STATE FUNDING**

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas

Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.

- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

### 5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-MIT Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-MIT regulations.**

### 5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

### 5.05 FINAL BENCHMARK

#### (a) Construction Activities

To ensure full performance of each construction Activity and the Project, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's construction budget per Activity until completion and acceptance by the GLO of all actions and Deliverables for the Activity, as identified in **Attachment A**.

The GLO shall make the final disbursement to Subrecipient only upon the GLO's receipt and acceptance of the Deliverables identified in **Attachment A** as required for the completion of construction phase.

If Subrecipient has multiple construction subcontracts, an amount equal to five percent (5%) of Subrecipient's construction budget per construction subcontract shall be withheld by the GLO until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A** for the particular project.

Separate Deliverables are required per construction subcontract, and associated costs are pro-rated in accordance with budget details in the final GLO-approved Application. If a project includes more than one Environmental Review Record, associated costs are pro-rated in accordance with budget details in the final GLO-approved Application.

(b) **Project Delivery – Grant Administration**

To ensure full performance of this Contract, the GLO will set aside an amount equal to five percent (5%) of Subrecipient’s project delivery – grant administration budget until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A**.

**ARTICLE VI - INTELLECTUAL PROPERTY**

**6.01 OWNERSHIP AND USE**

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.
- (b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

**6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES**

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient’s work products or considers Subrecipient’s work product to be superior to other products or services.

**6.03 DISCLAIMER REQUIRED**

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD’s CDBG-MIT Program.

## ARTICLE VII - RECORDS, AUDIT, AND RETENTION

### 7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D** and **Attachment E**.

### 7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other

records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

### 7.03 PERIOD OF RETENTION

In accordance with federal regulations, all records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

## **ARTICLE VIII - MISCELLANEOUS PROVISIONS**

### 8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with Section 7.01 of this Contract or as otherwise specifically directed by the GLO. Subrecipient shall provide Monthly Activity Status Reports via the GLO system of record in accordance with Section 4.02 of this Contract.**

### 8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

### 8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity.

**Persons or entities shall be required to update all expired policies before Subrecipient’s acceptance of an invoice for monthly payment from such parties.**

- (c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.
- (d) **Subrecipient shall require any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled “Assurances – Construction Programs,” and Subrecipient shall maintain such documentation.**

**8.04 ASSIGNMENT AND SUBCONTRACTS**

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO’s prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient’s construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

**8.05 PROCUREMENT**

Subrecipient must comply with applicable procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with applicable procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- (a) the Texas Comptroller’s Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- (b) the U.S. General Services Administration’s System for Award Management at <https://www.sam.gov/>.

**8.06 CHILD SUPPORT OBLIGATION**

Subrecipient represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require subawardees

and subcontractors to certify accordingly: “Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.”

#### **8.07 SUBAWARD AND SUBCONTRACT MONITORING**

Subrecipient represents and warrants that it will monitor the activities of any subawardee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Subrecipient represents and warrants that it will monitor the activities of any subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

#### **8.08 EQUIPMENT AND COMPUTER SOFTWARE**

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

#### **8.09 COMMUNICATION WITH THIRD PARTIES**

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

#### **8.10 RELATIONSHIP OF THE PARTIES**

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-

employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

#### **8.11 COMPLIANCE WITH OTHER LAWS**

In the performance of this Contract, Subrecipient must comply, and must ensure the compliance of its subawardees and contracts, with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, D, and E**, and policies in effect or hereafter established. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

#### **8.12 NOTICES**

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

##### **GLO**

Texas General Land Office  
1700 North Congress Avenue, 7<sup>th</sup> Floor  
Austin, Texas 78701  
Attention: Contract Management Department

##### **Subrecipient**

Galveston County  
722 Moody Avenue  
Galveston, Texas 77550  
Attention: Mark Henry

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

#### **8.13 GOVERNING LAW AND VENUE**

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection,

including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

#### **8.14 SEVERABILITY**

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

#### **8.15 DISPUTE RESOLUTION**

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

#### **8.16 CONFIDENTIALITY**

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

#### **8.17 PUBLIC RECORDS**

The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure

as “confidential” or a “trade secret,” Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO’s Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov). If a request for information was not written, Subrecipient shall forward the third party’s contact information to the above-designated e-mail address.

#### **8.18 AMENDMENTS TO THE CONTRACT**

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter pursuant to **Section 8.23**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO’s Contract Management Department for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures.

In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

#### **8.19 ENTIRE CONTRACT AND MODIFICATIONS**

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

#### **8.20 PROPER AUTHORITY**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. If applicable, a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient’s governing body, authorizing the filing of the grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative or the designee of Subrecipient to act in

connection with the Application and to provide such additional information as may be required.

#### **8.21 COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

#### **8.22 SURVIVAL**

The provisions of **Articles V, VI, and VII** and **Sections 1.01, 1.03, 3.02, 3.04, 3.05, 8.02, 8.03, 8.09, 8.10, 8.11, 8.12, 8.13, 8.15, 8.16, 8.17, 8.18, 8.23, and 8.32** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

#### **8.23 CONTRACT CLOSEOUT**

Subrecipient shall prepare and submit to the GLO for approval a final **Grant Completion Report** confirming final performance measures, budgets, and expenses for all Project Activities within thirty (30) days following the completion of all Activities required under the Contract; however, in no event shall Subrecipient submit the Grant Completion Report later than the date of expiration of the Contract. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

Subrecipient shall submit a final Budget and actual expenditures to the GLO as part of the Grant Completion Report. The Grant Completion Report shall be in a format prescribed by the GLO and shall confirm eligibility and completion of all Activities performed under this Contract. **FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING, UNREQUESTED FUNDS.**

The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

#### **8.24 INDIRECT COST RATES**

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's *de minimis* indirect cost rate shall be set according to 2 C.F.R. § 200.414(f).

#### **8.25 CONFLICT OF INTEREST**

(a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.

- (b) Subrecipient shall 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.
- (c) Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that, in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

**8.26 FORCE MAJEURE**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as “Force Majeure”), then, while compliance is so prevented, the affected Party’s obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

**8.27 ENVIRONMENTAL CLEARANCE REQUIREMENTS**

- (a) Subrecipient is the responsible entity, as “responsible entity” is defined under 24 C.F.R. Part 58, and is accountable for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of an Activity or the Project. Subrecipient shall prepare an environmental review or assessment of each Activity or the Project in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record (“ERR”) for each Activity or the Project, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.
- (b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.
- (c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement

requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.

- (d) The Parties acknowledge and understand that the GLO may enter into interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more interagency agreements into this Contract via a Technical Guidance Letter.

**8.28 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS**

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient. Information furnished to citizens shall include, without limitation:
  - (i) The amount of CDBG-MIT funds expected to be made available;
  - (ii) The range of Activities or projects that may be undertaken with the CDBG-MIT funds;
  - (iii) The estimated amount of the CDBG-MIT funds proposed to be used for Activities or projects meeting the national objective of benefiting low-to-moderate income persons; and
  - (iv) A clear statement of such and the entity’s anti-displacement and relocation plan if any proposed CDBG-MIT Activities or projects are likely to result in displacement.
- (b) Complaint Procedures: Subrecipient must have written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
- (c) Technical Assistance: If requested, Subrecipient shall provide technical assistance in completing applications under the Project to persons of low and moderate income.
- (d) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient’s complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

**8.29 SIGNAGE REQUIREMENTS**

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location.

Subrecipient shall format each sign to best fit the architectural design of the building or facility but the sign should be legible from a distance of at least three (3) feet.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this section shall contain the following:

“This project is funded by the Texas General Land Office of the State of Texas to provide for mitigation activities to reduce disaster risks in communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Mitigation Program.”

### **8.30 PREFERENCE AND PROCUREMENT OF MATERIALS**

- (a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:
- (i) competitively within a timeframe allowing compliance with the Contract’s performance schedule;
  - (ii) in a way that meets the Contract’s performance requirements; or
  - (iii) at a reasonable price.
- (b) To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA’s Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

### **8.31 EQUAL OPPORTUNITY CLAUSE**

Subrecipient 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:

**“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.”*

Subrecipient 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 Subrecipient 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.

Subrecipient agrees that it will assist and cooperate actively with the GLO 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 GLO and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the GLO in the discharge of the GLO's primary responsibility for securing compliance.

Subrecipient 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, as defined in 41 C.F.R. § 60-1.3, 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, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

### **8.32 INFORMATION AND DATA SECURITY STANDARDS**

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix**, incorporated herein for all purposes as **Attachment G**.

**8.33 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)**

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

**8.34 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS**

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

**8.35 LIMITATIONS ON GRANT EXPENDITURE**

Subrecipient shall expend funds received under the grant or contract subject to the limitations and reporting requirements similar to those provided by the following:

- (a) Parts 2, 3, and 5 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;
- (b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- (c) Sections 2113.012 and 2113.101 of the Texas Government Code.

**8.36 LOBBYING EXPENDITURE RESTRICTION**

Subrecipient represents and warrants that the GLO's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

**8.37 OPEN MEETINGS**

If Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

**8.38 POLITICAL POLLING PROHIBITION**

Subrecipient 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 that performs political polling, except that this prohibition does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

**8.39 REPORTING COMPLIANCE**

Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.

**8.40 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT**

Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office. Subrecipient represents and warrants its compliance with 2 C.F.R. § 200.113, which requires the disclosure in writing of credible evidence of violations of federal criminal law involving fraud, conflict of interest, bribery, and gratuity and the reporting of matters related to recipient integrity and performance.

**8.41 STATEMENTS OR ENTRIES**

**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.**

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

**Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.**

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR GLO CONTRACT NO. 24-065-207-F592  
REGIONAL MITIGATION PROGRAM PROJECTS CONTRACT AGREEMENT  
CDBG-MIT – HURRICANE HARVEY HUD MID**

**GENERAL LAND OFFICE**

**GALVESTON COUNTY**

\_\_\_\_\_  
Jennifer G. Jones  
Chief Clerk and Deputy Land Commissioner  
Date of execution: \_\_\_\_\_

\_\_\_\_\_  
By: Mark Henry  
Title: County Judge  
Date of execution: \_\_\_\_\_

OGC <sup>DS</sup>  
VB  
PM <sup>Initial</sup>  
CP  
SDD <sup>DS</sup>  
AL  
DGC <sup>DS</sup>  
MB  
GC <sup>DS</sup>  
JG  
DCC <sup>DS</sup>  
AP

**ATTACHED TO THIS CONTRACT:**

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report
- ATTACHMENT G:** GLO Information Security Appendix
- ATTACHMENT H:** Contract Reporting Template

**ATTACHMENTS FOLLOW**

**GALVESTON COUNTY**  
**24-065-207-F592**  
**PERFORMANCE STATEMENT**

The GLO awards Galveston County (Subrecipient) this Contract under HUD's Community Development Block Grant Mitigation (CDBG-MIT) program to provide financial assistance with funds appropriated to facilitate Activities related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017.

In strict conformance with the terms and conditions of the CDBG-MIT – Hurricane Harvey HUD MID and pursuant to the GLO's Regional Mitigation Program and this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities identified below to increase its resilience to disasters and reduce or eliminate long-term risk of disaster-related loss of life, injury, damage to and loss of property, and suffering and hardship by lessening the impact of future disasters.

Subrecipient shall perform the Activities identified herein for the service area specified in its approved Texas Community Development Block Grant Mitigation Grant Application to provide a long-lasting investment that increases resiliency in the community. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is \$7,447,005.24. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record (TIGR) of the GLO's Community Development and Revitalization division. Subrecipient must ensure expenditures for individual projects do not exceed the amounts for detailed funding categories in the project budget of the approved Grant Application, as may be revised in writing upon mutual agreement of the Parties. If it becomes necessary to redistribute Budget line-item amounts between Activities, Subrecipient must seek a Contract Amendment prior to performing any work.

DRGR Activity: MIT- Public Facilities and Improvements- Non-Covered Projects- LMI

Activity Type: Street Improvements

Project Title: Bacliff Street Improvements

Subrecipient shall remove and replace base and roadway, install mesh, and complete associated appurtenances. Construction shall take place at the following locations:

| Defining Project Location (on/along...) | Approximate path or location (from...to...) mid-point coordinates  | Proposed HUD Performance Measures |
|---|--|-----------------------------------|
| Baker Avenue                            | From State Highway 146 to Miller Street<br>29.50364, -94.99706   | 425 Linear Feet (LF)              |
| 11th Street                             | From Avenue B to Avenue D<br>29.50401, -94.98753   | 750 LF                            |
| 13 <sup>th</sup> Street                 | From Avenue A to Avenue D<br>29.50364, -94.98966   | 1,416 LF                          |
| 19 <sup>th</sup> Street                 | From Jackson Avenue to Bacliff Drive<br>29.49989, -94.99377  | 2,550 LF                          |
| 20 <sup>th</sup> Street                 | From Avenue A to Avenue E<br>29.49808, -94.99336   | 1,020 LF                          |
| Avenue A                                | From 18 <sup>th</sup> Street to 19 <sup>th</sup> Street<br>29.50230, -94.99525   | 280 LF                            |
| Avenue B                                | From 20 <sup>th</sup> Street to 18 <sup>th</sup> Street<br>29.50061, -94.99438   | 600 LF                            |
| Avenue D                                | From 20 <sup>th</sup> Street to 19 <sup>th</sup> Street<br>29.49869, -94.99328   | 295 LF                            |
| Avenue E                                | From 20 <sup>th</sup> Street to 19 <sup>th</sup> Street<br>29.49726, -94.99202   | 300 LF                            |
| Jackson Avenue                          | From State Highway 146 to Miller Street<br>29.50265, -94.99634   | 520 LF                            |
| Miller Street                           | From intersection of Miller Street and Jackson Avenue to intersection of Miller Street and Baker Avenue<br>29.50354, -94.99611 | 406 LF                            |
| Smith Street                            | From Baker Avenue to Jackson Avenue<br>29.50313, -94.99672   | 406 LF                            |
| Gordy Road                              | From State Highway 146 to Bayshore Drive<br>29.51277, -94.99542  | 4,240 LF                          |

| Total Beneficiaries | LMI Beneficiaries | LMI % | Census Tract       | Block Group      |
|---------------------|-------------------|-------|--------------------|------------------|
| 8,755               | 5,505             | 62.88 | 7216.00<br>7217.00 | 1<br>1,2,3,4,5,6 |

Beneficiaries were identified using City-Wide LMISD, and the above project meets the LMI national objective. LMI based on FY-21 LMISD without State Median Income waiver applied.

DRGR Activity: MIT- Public Facilities and Improvements- Non-Covered Projects- LMI

Activity Type: Street Improvements

Project Title: San Leon Street Improvements

Subrecipient shall remove and replace base and roadway, install mesh, and complete associated appurtenances. Construction shall take place at the following locations:

| <b>Defining Project Location (on/along...)</b> | <b>Approximate path or location (from...to...) mid-point coordinates</b>                                   | <b>Proposed HUD Performance Measures</b> |
|--|--|--|
| 9 <sup>th</sup> Street                         | From Farm to Market 517 Road E to Avenue O<br>29.47794, -94.92430  | 3,920 Linear Feet (LF)                   |
| 18 <sup>th</sup> Street                        | From 18 <sup>th</sup> Street northern end towards Galveston Bay southward to 5,810'<br>29.49156, -94.92992 | 5,810 LF                                 |
| 19 <sup>th</sup> Street                        | From Avenue K to Avenue J<br>29.48278, -94.93354   | 650 LF                                   |
| 20 <sup>th</sup> Street                        | From Farm to Market 517 Road E to end of the road<br>29.48635, -94.93355                                   | 525 LF                                   |
| Avenue J                                       | From 20 <sup>th</sup> Street to 19 <sup>th</sup> Street<br>29.48378, -94.93377                             | 300 LF                                   |
| Avenue K                                       | From 20 <sup>th</sup> Street to 19 <sup>th</sup> Street<br>29.48201, -94.93429                             | 320 LF                                   |

| <b>Total Beneficiaries</b> | <b>LMI Beneficiaries</b> | <b>LMI %</b> | <b>Census Tract</b> | <b>Block Group</b> |
|----------------------------|--------------------------|--------------|---------------------|--------------------|
| 5,300                      | 3,055                    | 57.64        | 7217.00<br>7218.00  | 6<br>1,2,3,4       |

Beneficiaries were identified using City-Wide LMISD, and the above project meets the LMI national objective. LMI based on FY-21 LMISD without State Median Income waiver applied.

DRGR Activity: MIT- Public Facilities and Improvements- Non-Covered Projects- UNM

Activity Type: Flood and Drainage Improvements

Project Title: Rollover Pass Waterline Improvements

Subrecipient shall demolish and replace waterline, install casing, relocate utilities, install trench protection system, and complete associated appurtenances. Construction shall take place at the following location:

| Defining Project Location<br>(on/along...) | Approximate path or location (from...to...) mid-point coordinates  | Proposed HUD Performance Measures |
|--|--|-----------------------------------|
| Texas State Highway 87                     | From 170' northeast of the intersection of Texas State Highway 87 and North Bauer Lane, to 50' west of the intersection of Texas State Highway 87 and Yeager Drive (westernmost intersection)<br>29.50852, -94.50039 | 600 Linear Feet (LF)              |

| Total Beneficiaries  | LMI Beneficiaries | LMI % | Census Tract | Block Group |
|--|-------------------|-------|--------------|-------------|
| 2,190  | 865               | 39.49 | 7239.00      | 1,2,3,4     |
| Beneficiaries were identified using Census Tract/Block Group LMISD, and the above project meets the UNM national objective. UNM based on FY-21 LMISD without State Median Income waiver applied. |                   |       |              |             |

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**BUDGET**

| <b>DRGR Activity Type</b>   | <b>Grant Award</b>    | <b>Other Funds</b> | <b>Total</b>          |
|---|-----------------------|--------------------|-----------------------|
| MIT- Public Facilities and Improvements- Non-Covered Projects - LMI | \$4,550,480.44        | \$0.00             | \$4,550,480.44        |
| MIT- Public Facilities and Improvements- Non-Covered Projects - UNM | \$2,896,524.80        | \$0.00             | \$2,896,524.80        |
| <b>TOTAL</b>  | <b>\$7,447,005.24</b> | <b>\$0.00</b>      | <b>\$7,447,005.24</b> |

**BENCHMARKS**

| <b>Project Phase<br/>Actions and Deliverables</b>  | <b>Not-To-Exceed Budget Gate Percentages by Budget Category</b><br>(Subrecipient may draw up to, but not exceed, the identified percentage of the Budget category until stated Deliverable(s) are submitted to and approved by the GLO.) |                            |                          | <b>Single Deliverable Milestones by Budget Category</b><br>(Subrecipient may draw up to 100% of Budget category after submittal to and approval by the GLO of the stated Deliverable.) |                          | <b>Multiple Deliverable Milestones</b><br>(Subrecipient may draw up to, but not exceed, the percentage stated after submittal to and approval by the GLO of the stated Deliverable.) |  |
|--|--|----------------------------|--------------------------|--|--------------------------|--|--|
|  | <b>Project Delivery</b>  |                            |                          | <b>Special Environmental Funds</b>   | <b>Acquisition Funds</b> | <b>Construction Funds</b>  | <b>Planning/ Studies (not related to engineering design)</b> |
|  | <b>Grant Administration Funds</b>  | <b>Environmental Funds</b> | <b>Engineering Funds</b> |  |                          |  |  |
| <b>Action:</b> Start-up Phase<br><b>Deliverable:</b> Contract kick-off meeting sign-in sheet; all required Start-Up Documentation reviewed and accepted by the GLO; executed grant administration service provider contract in PDF format. | 0-15%  |                            |                          |  |                          |  |  |
| <b>Action:</b> Commencement of Engineering Phase<br><b>Deliverable:</b> Executed engineering service provider contract in PDF format provided during start-up phase as applicable  |  |                            | 0-30%                    |  |                          |  |  |

|  |           |            |            |      |      |            |  |
|--|-----------|------------|------------|------|------|------------|--|
| <p><b>Action:</b> Commencement of Environmental Phase<br/> <b>Deliverable:</b> Executed environmental service provider contract in PDF format provided during start-up phase as applicable.</p>              | 15.01-30% | 0-30%      |            |      |      |            |  |
| <p><b>Action:</b> Completion of Design Phase<br/> <b>Deliverable:</b> Complete signed and sealed 100% construction plans in PDF format.*</p>   |           |            | 30.01-60%  |      |      |            |  |
| <p><b>Action:</b> Completion of Special Environmental Services<br/> <b>Deliverable:</b> GLO approval of required documentation, dependent upon additional environmental requirements</p>                     |           |            |            | 100% |      |            |  |
| <p><b>Action:</b> Completion of Environmental Record Review<br/> <b>Deliverable:</b> GLO-signed AUGF**</p>   | 30.01-50% | 30.01-100% |            |      |      |            |  |
| <p><b>Action:</b> Acquisition Phase<br/> <b>Deliverable:</b> Acquisition Detailed Report and supporting documentation per parcel accepted by the GLO*</p>  |           |            |            |      | 100% |            |  |
| <p><b>Action:</b> Commencement of Bid Phase<br/> <b>Deliverable:</b> First published bid notice and publisher's affidavit*</p>   | 50.01-60% |            | 60.01-70%  |      |      |            |  |
| <p><b>Action:</b> Commencement of Construction Phase<br/> <b>Deliverable:</b> Signed NTP*</p>  | 60.01-85% |            | 70.01-85%  |      |      | 0-95%      |  |
| <p><b>Action:</b> Completion of Construction Phase<br/> <b>Deliverable:</b> Signed and sealed complete As-Built Plans in PDF format; executed COCC accepted by the GLO; signed FWCR accepted by the GLO*</p> | 85.01-95% |            | 85.01-100% |      |      | 95.01-100% |  |

|   |            |  |  |  |  |  |            |
|---|------------|--|--|--|--|--|------------|
| <b>Action:</b> Commencement of Planning/Study Phase<br><b>Deliverable:</b> Signed NTP or similar document from Subrecipient, initiating the Planning/study Activity and describing the work to be performed<br>^for Planning/Study only | 15.01-60%^ |  |  |  |  |  | 0-85%      |
| <b>Action:</b> Completion of Planning/Study Phase<br><b>Deliverable:</b> Final Planning/study report and proof of acceptance by Subrecipient<br>^for Planning/Study only  | 60.01-95%^ |  |  |  |  |  | 85.01-100% |
| <b>Action:</b> Grant Completion Report Approval<br><b>Deliverable:</b> GCR approved by the GLO  | 95.01-100% |  |  |  |  |  |            |

**Failure to provide any Deliverable identified above could result in Subrecipient’s repayment of drawn funds, in part or in full, in addition to other remedies provided to the GLO under this Contract. Providing the Deliverables identified in this table will allow Subrecipient to draw the identified funding percentage per Budget category, contingent upon Subrecipient’s compliance with associated Program guidance.**

\*If Subrecipient executes multiple construction contracts, this Deliverable (or Deliverables, as applicable) will be required for each contract, and associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.  
 \*\*If the Project includes more than one ERR, associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

**ASSURANCES - CONSTRUCTION PROGRAMS**OMB Approval No. 4040-0009  
Expiration Date: 06/30/2028

Public reporting burden for this collection of information is estimated to average 15 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 (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for 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 the project described in this application.
2. Will give the awarding agency, 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 interest in the title of real property in accordance with 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 nondiscrimination 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 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 nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
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 | TITLE<br>County Judge |
| APPLICANT ORGANIZATION<br>Galveston County  | DATE SUBMITTED        |

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

**CERTIFICATION REGARDING LOBBYING  
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87\***

*Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

The undersigned certifies, to the best of his or her knowledge and belief, 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Statement for Loan Guarantees and Loan Insurance:*

The undersigned states, to the best of his or her knowledge and belief, that: If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.**

|                   |                                  |
|-------------------|----------------------------------|
| NAME OF APPLICANT | AWARD NUMBER AND/OR PROJECT NAME |
| Galveston County  | 24-065-207-F592                  |

|   |              |
|---|--------------|
| PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE |              |
| Mark Henry  | County Judge |

|           |      |
|-----------|------|
| SIGNATURE | DATE |
|-----------|------|

\* 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 (See reverse for public burden disclosure)

OMB Number: 4040-0013  
 Expiration Date: 06/30/2028

|  |   |  |
|--|---|--|
| <b>1. *Type of Federal Action:</b><br>_____ a. contract<br>_____ b. grant<br>_____ c. cooperative agreement<br>_____ d. loan<br>_____ e. loan guarantee<br>_____ f. loan insurance   | <b>2. *Status of Federal Action:</b><br>_____ a. bid/offer/application<br>_____ b. initial award<br>_____ c. post-award | <b>3. *Report Type:</b><br>_____ a. initial filing<br>_____ b. material change |
| <b>4. Name and Address of Reporting Entity:</b><br>_____ Prime      _____ Subawardee<br>*Name: _____<br>*Street 1: _____ Street 2: _____<br>*City: _____ State: _____ Zip: _____<br>Congressional District, if known: _____  |   |  |
| <b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b><br><br><br>   |   |  |
| <b>6. Federal Department/Agency:</b>   | <b>7. Federal Program Name/Description:</b><br><br>Assistance Listing Number, if applicable: ____                       |  |
| <b>8. Federal Action Number, if known:</b>   | <b>9. Award Amount, if known:</b><br>\$ _____   |  |
| <b>10. a. Name and Address of Lobbying Registrant</b><br>Prefix _____ *First Name _____ Middle Name _____<br>*Last Name _____ Suffix _____<br>*Street 1: _____ Street 2: _____<br>*City: _____ State: _____ Zip: _____   |   |  |
| <b>b. Individual Performing Services (including address if different from No. 10a)</b><br>Prefix _____ *First Name _____ Middle Name _____<br>*Last Name _____ Suffix _____<br>*Street 1: _____ Street 2: _____<br>*City: _____ State: _____ Zip: _____  |   |  |
| <p><b>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 than \$10,000 and not more than \$100,000 for each such failure.</b></p> <p>*Signature: _____</p> <p>*Name: Prefix _____ *First Name _____ Middle Name _____<br/>                 *Last Name _____ Suffix _____</p> <p>Title: _____ Telephone No.: _____ Date: _____</p> |   |  |
| <b>Federal Use Only:</b>   | Authorized for Local Reproduction<br>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.

| Federal Agency Form Instructions Form Identifiers | Information                                |
|---|--|
| Agency Owner                                      | Grants.gov                                 |
| Form Name   | Disclosure of Lobbying Activities (SF-LLL) |
| Form Version Number                               | 2.0  |
| OMB Number  | 4040-0013                                  |
| OMB Expiration Date                               | 06/30/2028                                 |

| Field Number | Field Name  | Required or Optional   | Information  |
|--------------|---|------------------------|--|
| 1.           | *Type of Federal Action:  | Required               | 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. This field is required.   |
| 2.           | *Status of Federal Action   | Required               | Identify the status of the covered Federal action. This field is required.   |
| 2-a.         | a. Bid/Offer/ Application   | Check if applicable    | Click if the Status of Federal Action is a bid, an offer or an application.  |
| 2-b.         | b. Initial Award  | Check if applicable    | Click if the Status of Federal Action is an initial award.   |
| 2-c.         | c. Post-Award   | Check if applicable    | Click if the Status of Federal Action is a post-award.   |
| 3.0          | *Report Type  | Required               | Identify the appropriate classification of this report.  |
| 3-a.         | a. Initial filing   | Check if applicable    | Check if Initial filing.   |
| 3-b.         | b. Material change  | Check if applicable    | If this is a follow up 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 previously submitted report by this reporting entity for this covered Federal action. This field is required. |
|              | Material Change Year  | Conditionally Required | If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.   |
|              | Material Change Quarter   | Conditionally Required | If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.  |
|              | Material Change Date of Last Report   | Conditionally Required | Enter the date of the previously submitted report by this reporting entity for this covered Federal action.  |
| 4.           | Name and Address of Reporting Entity  | Required               | Provide the information for Name and Address of Reporting Entity.  |
|              | Prime   | Check if applicable    | Click to designate the organization filing the report as the Prime Federal recipient.  |
|              | Subawardee  | Check if applicable    | Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.   |
|              | Tier if known:  | Optional               | Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.  |
|              | Name  | Required               | Enter the name of reporting entity. This field is required   |
|              | Street 1  | Required               | Enter Street 1 of the reporting entity. This field is required.  |
|              | Street 2  | Optional               | Enter Street 2 of the reporting entity.  |
|              | City  | Required               | Enter City of the reporting entity This field is required.   |
|              | State   | Required               | Enter the state of the reporting entity. This field is required  |
|              | ZIP   | Required               | Enter the ZIP of the reporting entity. This field is required  |
|              | Congressional District, if known  | Optional               | Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina’s 103rd district.     |
| 5.           | If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime | Conditionally Required | If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime  |
|              | Name  | Required               | If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.  |

|       |   |          |  |
|-------|---|----------|--|
|       | Street 1                                | Required | If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.  |
|       | Street 2                                | Optional | If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.  |
|       | City                                    | Required | If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.   |
|       | State                                   | Required | If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.   |
|       | ZIP                                     | Required | Enter the ZIP of Prime. This field is required   |
|       | Congressional District, if known        | Optional | Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina’s 103rd district.  |
| 6.    | Federal Department /Agency              | Required | Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.  |
| 7.    | Assistance Listing Number:              | Required | Enter the full Assistance Listing Number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.  |
|       | Assistance Listing Title:               | Required | Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.   |
| 8.    | Federal Action Number                   | Optional | 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.    | Award Amount                            | Optional | 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 of the prime entity identified in item 4 or 5.  |
| 10.a. | Name And Address of Lobbying Registrant | Required | Provide the information for the Name and Address of Lobbying Registrant.   |
|       | Prefix                                  | Optional | Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.   |
|       | First Name                              | Required | Enter the first name of Lobbying Registrant. This field is required.   |
|       | Middle Name                             | Optional | Enter the middle name of Lobbying Registrant.  |
|       | Last Name                               | Required | Enter the last name of Lobbying Registrant. This field is required.  |
|       | Suffix                                  | Optional | Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.  |
|       | Street 1                                | Required | Enter the first line of street address for the Lobbying Registrant.  |
|       | Street 2                                | Optional | Enter the second line of street address for the Lobbying Registrant.   |
|       | City                                    | Required | Enter the city of the Lobbying Registrant.   |
|       | State                                   | Required | Select the appropriate state of the Lobbying Registrant.   |
|       | ZIP Code                                | Required | Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.  |
| 10.b. | Individual Performing Services          | Required | Provide the information for Individual Performing Services   |
|       | Prefix                                  | Optional | Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.  |
|       | First Name                              | Required | Enter the first name of the Individual Performing Services. This field is required.  |
|       | Middle Name                             | Optional | Enter the middle name of the Individual Performing Services.   |
|       | Last Name                               | Required | Enter the last name of the Individual Performing Services. This field is required.   |
|       | Suffix                                  | Optional | Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.   |
|       | Street 1                                | Required | Enter the first line of street address for the Individual Performing Services.   |
|       | Street 2                                | Optional | Enter the second line of street address for the Individual Performing Services.  |
|       | City                                    | Required | Enter the city of the Individual Performing Services.  |
|       | State                                   | Required | Select the state for the address of the Individual Performing Services from this pull down menu.   |
|       | ZIP Code                                | Required | Enter the Zip Code (or ZIP+4) of the Individual Performing Services.   |

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. 4040-0013. 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, Washington, DC 20503.

**GENERAL AFFIRMATIONS**

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.\*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 C.F.R. 200, only to the extent such compliance is consistent with 2 C.F.R. 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.\*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.\*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2063.408(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

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maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.\*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
  - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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- of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.
- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
  - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
  - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
  - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the Subrecipient, prior to or subsequent to entering into this Contract.
  - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.\*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.\*
21. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.\*
22. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.
23. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD

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HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*

24. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*

25. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT,

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CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.\*

26. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
27. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
28. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
29. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.\*
30. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The

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acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

31. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
33. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
34. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov). If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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35. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <https://www.glo.texas.gov>.
36. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2063.104, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
37. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
38. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
39. Pursuant to Government Code Section 2275.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.\*
40. If Subrecipient is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.\*
41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.\*
42. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.\*

43. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.\*
44. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.\*
45. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.\*
46. Subrecipient represents and warrants that neither it; any of its holding companies, subsidiaries, or subcontractors; nor any holding companies or subsidiaries of its subcontractors is: (1) listed in Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232); (2) listed in Section 1260H of the National Defense Authorization Act for Fiscal Year 2021 (Pub. L. 116-283); or (3) owned by the government of, or controlled by any governing or regulatory body located in, a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4, and that it shall promptly notify the GLO if circumstances relevant to this provision change during the Contract term. Subrecipient shall ensure that this provision concerning the representation and warranty is included in any subcontract it awards.
47. If subject to 2 C.F.R. 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain covered telecommunications equipment or services, as described in Public Law 115-232, Section 889, including systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
48. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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49. If subject to 2 C.F.R. 200.217, Subrecipient shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for lawfully disclosing information that the employee reasonably believes is evidence of gross mismanagement, waste, abuse of authority, a danger to public health or safety, or a violation of law related to a Federal contract or grant. Subrecipient shall inform its employees in writing of their whistleblower rights and protections under 41 U.S.C. 4712.

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**NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS**

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

**Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:**

**GENERALLY**

Acts and regulations specified in this Contract;

The Housing and Community Development Act of 1974 (42 U.S.C. § 5301, *et seq.*);

The United States Housing Act of 1937, as amended, particularly 42 U.S.C. § 1437f(o)(13), and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983;

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grant regulations (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

GLO Implementation Manual; and

State Action Plan(s).

**CIVIL RIGHTS**

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*) and 24 C.F.R. Part 1, Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act of 1968), as amended (42 U.S.C. § 3601, *et seq.*);

Federal Executive Order 11063, as amended by Federal Executive Order 12259, and 24 C.F.R. Part 107, Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063, particularly 24 C.F.R. § 107.60 (providing that failure or refusal to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified therein);

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*);

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794);

24 C.F.R. Part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development; and

The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151, *et seq.*).

**LABOR STANDARDS**

The Davis-Bacon Act, as amended (originally, 40 U.S.C. § 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148), and 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145) and 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. § 3701, *et seq.*); and

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5).

**EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u) and 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1688).

**GRANT AND AUDIT STANDARDS**

Single Audit Act Amendments of 1996, as amended (31 U.S.C. § 7501 *et seq.*);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200); and

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Texas Grant Management Standards issued by the Comptroller of Public Accounts.

**LEAD-BASED PAINT**

Section 302 of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. § 4831(b)).

**HISTORIC PROPERTIES**

The National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470, 470h-2);

Federal Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800, Protection of Historic Properties, with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

**ENVIRONMENTAL LAW AND AUTHORITIES**

Environmental Review Procedures for Recipients Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended); and

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347).

#### **FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, February 4, 2015 (3 C.F.R., 2016 Comp., p. 268), as implemented in HUD regulations at 24 C.F.R. Part 55, particularly section 2(e) of Executive Order 11988, as amended; and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly sections 2 and 5 of the Order.

#### **COASTAL ZONE MANAGEMENT**

The Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451, *et seq.*), particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

#### **SOLE SOURCE AQUIFERS**

The Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349), particularly section 1424(e) (42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (40 C.F.R. Part 149).

#### **ENDANGERED SPECIES**

The Endangered Species Act of 1973, as amended (16 U.S.C. § 1531, *et seq.*), particularly section 7 (16 U.S.C. § 1536).

#### **WILD AND SCENIC RIVERS**

The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271, *et seq.*), particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

#### **AIR QUALITY**

The Clean Air Act, as amended (42 U.S.C. § 7401, *et seq.*), particularly sections 176(c) and (d) (42 U.S.C. § 7506(c), (d)).

Environmental Protection Agency regulations pertaining to implementation plans (40 C.F.R. Parts 6, 51, and 93).

#### **FARMLAND PROTECTION**

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (7 C.F.R. Part 658).

#### **HUD ENVIRONMENTAL STANDARDS**

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51) and as provided by 24 C.F.R. § 58.5(i)(2).

#### **SUSPENSION AND DEBARMENT**

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

**ACQUISITION / RELOCATION**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

**FAITH-BASED ACTIVITIES**

Federal Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations, (75 FR 71319), and HUD regulations at 24 C.F.R. 570.200(j).

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### SPECIAL CONDITIONS

Throughout the term of the Contract, Subrecipient must be in compliance with the following Special Conditions, if applicable to a Project or Activity, and any other State, federal, or local laws, rules, and regulations as may be applicable.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract.

#### A. REIMBURSEMENT, GENERALLY

As provided in the Public Law(s) corresponding to the federal grant(s) funding this Contract, the Contract funds may not be used for Activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) insurance coverage, and Subrecipient shall ensure compliance with all such requirements.

#### B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

1. Subrecipient must provide documentation that indicates it has received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, reflecting that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
2. When Activities specified in a Performance Statement involve structures that are located within a Special Flood Hazard Area (SFHA), flood insurance may be required. If required, Subrecipient shall obtain such insurance and shall maintain documentation evidencing compliance with such requirements.
3. Subrecipient acknowledges and agrees that, if any property that is the subject of an Activity under this Contract is located within a floodplain, the following terms and conditions shall apply:
  - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4128), federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by FEMA as having special flood hazards unless the following is true:
    - i. The community in which the area is situated is participating in the NFIP or less than one (1) year has passed since the FEMA notification regarding such hazards; and
    - ii. If the community is participating in the NFIP, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
  - b. If the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.

- c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. §5154a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if the following is true:
  - i. The person had previously received federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
  - ii. The person failed to obtain and maintain flood insurance.
- d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood-insurance purchase requirement of the following:
  - i. Homeowners have a statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance; and
  - ii. A transferring homeowner may be liable if he or she fails to do so.

### **C. PROJECT MAPPING/DESIGN INFORMATION**

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

### **D. WATER SYSTEM IMPROVEMENTS**

1. Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO of the following:
  - a. The plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such Activities or by the engineer's duly authorized representative; and
  - b. The review of such plans, specifications, and related documents meets the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
2. Prior to construction, Subrecipient shall provide documentation to the GLO showing that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the Texas Public Utility Commission (PUC).
3. Prior to Subrecipient's submission of the project completion report for any water system improvements described in a Performance Statement, as may be amended, Subrecipient shall provide a letter from the TCEQ confirming that the constructed well is approved for interim use and may be temporarily placed into service pursuant to Title 30, Chapter 290, Subchapter D, of the Texas Administrative Code.

### **E. SEWER SYSTEM IMPROVEMENTS**

Prior to the construction of any sewer system improvements described in a Performance Statement, as may be amended, Subrecipient shall provide certification to the GLO that the plans, specifications, and related documents for the specified sewer system improvements

have been prepared by the engineer selected for such Activities, or by the engineer's duly authorized representative, and have been properly submitted to the TCEQ for review and approval in accordance with the administrative requirements of Title 30, Section 217.6, of the Texas Administrative Code.

Further, prior to the construction of any sewer lines or additional service connections described in a Performance Statement, as may be amended, Subrecipient shall provide notification to the GLO of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

#### **F. WASTEWATER TREATMENT CONSTRUCTION**

Prior to incurring costs for any wastewater treatment construction project described in a Performance Statement, as may be amended, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such Activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO indicating that an approved new or amended CCN, or equivalent permit or authority for the area to be served, has been issued by the PUC as required by Title 16, Chapter 24, Subchapter H, of the Texas Administrative Code.

#### **G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS**

1. Subrecipient shall provide documentation indicating that final plans, specifications, and installation of its OSSF improvements have been reviewed and approved by the City or County Health Department, as applicable, through authority granted by the TCEQ.
2. Subrecipient shall mitigate all existing OSSF in accordance with Title 30, Section 285.36(b), of the Texas Administrative Code.
3. Prior to the selection of program recipients for proposed OSSF improvements, Subrecipient shall provide a copy of its proposed program guidelines to the GLO for review. All proposed OSSF programs must meet or exceed guidelines set forth in Title 30, Chapter 285, Subchapter D, of the Texas Administrative Code.

#### **H. BUILDING CONSTRUCTION**

Subrecipient shall provide documentation to the GLO confirming that the construction of a new building or facility complies with the Texas Accessibility Standards adopted under the Architectural Barriers Act (Chapter 469 of the Texas Government Code) and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules (Title 16, Chapter 68, of the Texas Administrative Code). If estimated construction costs exceed fifty thousand dollars (\$50,000.00), construction documents must be submitted to the TDLR for an accessibility plan review.

#### **I. BRIDGE CONSTRUCTION/REHABILITATION**

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction in

accordance with Section 201.084 of the Transportation Code, and documentation of such approval must be provided to the GLO.

#### **J. DISASTER SHELTERS**

Subrecipient shall ensure that the primary purpose of the facility, as described in a Performance Statement, as may be amended, is to serve as a disaster shelter and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that exist at the time of a disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of its Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

#### **K. DEBRIS REMOVAL**

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for reimbursement of the cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

Whereas construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained at <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

In order to maintain the life expectancy of landfills, Subrecipient must choose burning, chipping, or grinding as the method of disposal of woody and/or vegetative debris. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

#### **L. USE OF BONDS**

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the Project funded under this Contract.

#### **M. PROGRAM GUIDELINES**

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed the requirements described in the applicable Federal Register notices.

**N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE**

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement a minimum\* three-year (3-year) affordability period during which the homeowner must occupy the home as a principal place of residence, guaranteed by an unsecured forgivable promissory note.

**O. UNSECURED FORGIVABLE PROMISSORY NOTE**

Housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of an unsecured forgivable promissory note (“Note”) at an interest rate of zero percent (0%) with a term dependent on the applicable Federal Register notice, State Action Plan, or Housing Guidelines. Provided that all terms and conditions contained in the Note continue to be fulfilled, an equal portion of the Note principal will be forgiven by the locality each year until the homeowner fulfills the Note obligations.

1. If the homeowner occupies the home for the full Note term, the Note will expire and no repayment will be required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached and/or if an event of default occurs during the Note term, the repayment provisions of the Note shall be enforced.
2. If, during the Note term, the homeowner vacates the unit for any consecutive thirty-day (30-day) period, the locality may forgive, as evidenced by the program director, city council, or commissioners’ court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and, in the case of a limited-clientele project, the determination that the national objective of benefiting LMI persons was met.
3. For a limited-clientele project, the national objective will be considered met only when the program director, city council, or county commissioner court determines that an LMI person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference between the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the Note.
4. If property assisted under a limited-clientele project is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the Note must be repaid by Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), Subrecipient shall prepare and record a release-of-lien document in the land records of the applicable county.

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\* Subrecipient may establish a longer affordability period at its own discretion.

5. Monitoring of the Note is required both during and after the grant is closed. Subrecipient must utilize non-CDBG funds to fulfill the monitoring obligations for its impacted recovered community.
6. Subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their Notes. These applicants will not be allowed to receive future assistance as outlined in Section B of this document.

**P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE**

To facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of a disaster, rental housing assistance will be provided in the form of a grant at a zero percent (0%) interest rate or a forgivable loan with a term dependent on the applicable Federal Register notice, State Action Plan, or Housing Guidelines. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the principal amount of an issued loan will be forgiven on a pro-rated basis until the participant fulfills its obligations described in the promissory note.

A minimum of 51% of multi-family units in assisted developments must be restricted to LMI persons during the affordability period specified in the applicable Federal Register notice(s). The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents, as defined by HUD, and other existing Land Use Restriction Agreement (LURA) restrictions if applicable.

**Q. COASTAL MANAGEMENT**

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in Title 31, Chapter 26 of the Texas Administrative Code.

### GLO Community Development and Revitalization Monthly Activity Status Report

Subrecipient must provide monthly Activity status reporting for all sites identified in the Performance Statement (**Attachment A**) and relevant to the milestones therein. The Monthly Activity Status Report is due the fifth day of the month following the reporting period for the duration of the Contract. Submit the report using the Texas Integrated Grant Reporting system upload for Monthly Activity Status Reporting.

Subrecipient: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Preparer Name: \_\_\_\_\_ Contact Information: \_\_\_\_\_  
 Reporting Period (Month/ Year): \_\_\_\_\_  
 Project Title: \_\_\_\_\_

| Project Milestone Phase          | Att. A Budget Gates/Milestones |                  | TIGR Milestone<br>(Pending or Complete) | On Schedule?<br>(If no, describe improvement plan below.) |
|----------------------------------|--------------------------------|------------------|---|---|
|                                  | Budget Category                | Budget Allowance |   |   |
| Start-Up Documentation           | PD-GA Funds                    | 0-15%            |   |   |
| Engineering NTP                  | Eng Funds                      | 0-30%            |   |   |
| Environmental NTP                | PD-GA Funds                    | 15.01-30%        |   |   |
|                                  | PD-Env Funds                   | 0-30%            |   |   |
| Engineering Design               | Eng Funds                      | 30.01-60%        |   |   |
| Completion of Special Env Svcs   | PD-Special Env Funds           | 100%             |   |   |
| Authority to Use Grant Funds     | PD-GA Funds                    | 30.01-50%        |   |   |
|                                  | PD-Env Funds                   | 30.01-100%       |   |   |
| Acquisition (if applicable)      | Acq Funds                      | 100%             |   |   |
| Bid Advertisement                | PD-GA Funds                    | 50.01-60%        |   |   |
|                                  | Eng Funds                      | 60.01-70%        |   |   |
| Contract Award and Construction  | PD-GA Funds                    | 60.01-85%        |   |   |
|                                  | Eng Funds                      | 70.01-85%        |   |   |
|                                  | Construction Funds             | 0-95%            |   |   |
| Construction Activity Completion | PD-GA Funds                    | 85.01-95%        |   |   |
|                                  | Eng Funds                      | 85.01-100%       |   |   |
|                                  | Construction Funds             | 95.01-100%       |   |   |
| Planning NTP                     | Planning Funds                 | 0-95%            |   |   |
| Planning Completion              | Planning Funds                 | 95.01-100%       |   |   |
| Contract Closeout                | PD-GA Funds                    | 95.01-100%       |   |   |

Project Status Concerns (provide notes or information relevant to the overall contract.):

| Budget Status:       | Total Budget | Total Expended | Balance | % Expended (Total Expended/Total Budget) |
|----------------------|--------------|----------------|---------|--|
| PD-GA Funds          |              |                |         |  |
| PD-Env Funds         |              |                |         |  |
| PD-Special Env Funds |              |                |         |  |
| Eng Funds            |              |                |         |  |
| Acq Funds            |              |                |         |  |
| Construction Funds   |              |                |         |  |
| Planning Funds       |              |                |         |  |
| <b>Totals:</b>       |              |                |         |  |

## **GLO Information Security Appendix**

### **1. Definitions**

“[Breach of Security](#)” means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purpose. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

“[GLO Data](#)” means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and/or created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

“[Personal Identifying Information](#)” or “[PII](#)” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

### **2. Security and Privacy Compliance**

- 2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws. Subrecipient shall provide such certification or attestation in regard to its data security practices as may be required by the GLO upon request by the GLO.
- 2.4. Subrecipient will legally bind any contractor(s) and subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient’s subcontractor(s).

- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.
- 2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.
- 2.7 Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States except as authorized in writing and utilizing methods approved by the GLO's Information Security Officer or his/her authorized designee.
- 2.8 Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development ("HUD"), will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9 Subrecipient shall use GLO Data for the sole purpose of administering the Contract.

### **3. Data Ownership**

- 3.1. In no event shall Subrecipient obtain or develop ownership rights to any GLO Data shared under the Contract, unless specifically acknowledged and agreed to by the GLO.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter (a) securely return such GLO Data to the GLO and/or (b) at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and inform the GLO in writing of the completion of the task and method(s) utilized. If the return of GLO Data is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

#### 4. Data Mining

- 4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

#### 5. Breach of Security

- 5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.
- 5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO promptly, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach with root cause analysis including a log detailing the data affected.
- 5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at [informationsecurity@glo.texas.gov](mailto:informationsecurity@glo.texas.gov).
- 5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall notify affected individuals of such Breach in accordance with the requirements of Tex. Bus. and Comm. Code Section 521.053 or other applicable law and shall inform the GLO of such notifications. Subrecipient shall provide affected individuals complimentary access to one (1) year of credit monitoring services.

#### 6. Data Use and Security Agreement Requirements

- 6.1. Certain GLO Data may be subject to agreements executed between the GLO and other state or federal agencies or entities, including, but not limited to, the U.S. Department of Homeland Security, the Federal Emergency Management Agency, and HUD, that impose conditions and obligations on the usage, sharing, storage, and security of the GLO Data. If, in the performance of the Contract, Subrecipient requires access to GLO

Data protected under such an agreement, then Subrecipient shall be required to review and agree to comply with all terms, conditions, and obligations of the agreement before the GLO Data is shared with Subrecipient. As applicable, Subrecipient shall ensure any NDA required under Section 2.8, above, complies with all additional requirements imposed by the agreement.

- 6.2. The terms and conditions imposed under a data use and security agreement shall be in addition to all other terms and conditions contained in this Information Security Appendix, which remain applicable. In the event of a conflict between terms and conditions of the agreement and this Information Security Appendix, the more stringent term and/or condition shall apply.

## **7. Right to Audit**

- 7.1. Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, PCI Compliance Report, TXRAMP Certification, or similar attestations or third-party certifications. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.
- 7.2. At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

### CONTRACT REPORTING TEMPLATE

Subrecipients are to use this template to summarize all procured vendor contracts, including those procured by Subrecipient or its subawardees. Definitions of each field can be found below. Monthly, Subrecipient shall update and upload this template in the TIGR system or provide to the GLO in a format specified by the GLO Grant Manager.

**Data Fields:**

|   |  |
|---|--|
| Subrecipient                            | Enter Subrecipient name.   |
| Contract Number                         | Enter GLO Contract number.   |
| Date Updated                            | Enter date template last updated.  |
| A. Vendor Name                          | Enter name of contracted vendor.   |
| B. UEID Number                          | Enter Uniform Entity Identifier (UEID) number of the vendor. <u>Note:</u> Entering the UEI into this template does not fulfill the requirement for grantees to enter UEI number into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 and additional published guidance on this separate requirement. |
| C. Procured by                          | Enter name of entity that procured vendor contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.   |
| D. Vendor Contract Execution Date       | Enter date the vendor contract was executed.   |
| E. Vendor Contract End Date             | Enter date the vendor contract will expire.  |
| F. Total Vendor Contract Amount         | Enter total amount of executed vendor contract.  |
| G. Amount of Funds                      | Enter amount of funds from the Subaward used to fund the vendor contract.  |
| H. Brief Description of Vendor Contract | Enter a brief, one sentence description of the purpose of the vendor contract.   |

### CONTRACT REPORTING TEMPLATE

**Subrecipient:**

|  |
|--|
|  |
|  |

  
**GLO Contract Number:**

|  |
|--|
|  |
|  |

  
**Date Updated:**

|  |
|--|
|  |
|--|

| A. Vendor Name                               | B. Unique Entity Identifier Number (UEID) | C. Procured By | D. Vendor Contract Execution Date | E. Vendor Contract End Date | F. Total Vendor Contract Amount | G. Amount of Subaward Funds | H. Brief Description of Vendor Contract                       |
|--|---|----------------|-----------------------------------|-----------------------------|---------------------------------|-----------------------------|---|
| <b>Example:</b> South Texas Landscaping, INC | XXXXXXXXXXXX                              | State of Texas | 6/15/2013                         | 6/15/2014                   | \$3,500,000                     | \$3,000,000                 | Long term recovery from wildfires of 2011 - Drainage Projects |
|  |   |                |                                   |                             |                                 |                             |   |
|  |   |                |                                   |                             |                                 |                             |   |
|  |   |                |                                   |                             |                                 |                             |   |
|  |   |                |                                   |                             |                                 |                             |   |
|  |   |                |                                   |                             |                                 |                             |   |
|  |   |                |                                   |                             |                                 |                             |   |
|  |   |                |                                   |                             |                                 |                             |   |
|  |   |                |                                   |                             |                                 |                             |   |
|  |   |                |                                   |                             |                                 |                             |   |
|  |   |                |                                   |                             |                                 |                             |   |
|  |   |                |                                   |                             |                                 |                             |   |
|  |   |                |                                   |                             |                                 |                             |   |
|  |   |                |                                   |                             |                                 |                             |   |

**Certificate Of Completion**

Envelope Id: B4A9B806-E8FB-45EA-9FC5-00EDB786292D  
 Subject: \$7.4M Contract: 24-065-207-F592 - Galveston County (Texas GLO)  
 Source Envelope:  
 Document Pages: 91  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent  
  
 Envelope Originator:  
 Veronica Rodriguez  
 1700 Congress Ave  
 Austin, TX 78701  
 Veronica.Rodriguez@glo.texas.gov  
 IP Address: 136.226.12.206


**Record Tracking**

Status: Original  
 2/26/2026 4:04:05 PM  
 Holder: Veronica Rodriguez  
 Veronica.Rodriguez@glo.texas.gov  
 Location: DocuSign

**Signer Events**

Vada Dillawn  
 vada.dillawn@glo.texas.gov  
 Staff Attorney  
 Texas General Land Office  
 Security Level: Email, Account Authentication  
 (None)

**Signature**


  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 136.226.13.56

**Timestamp**

Sent: 2/27/2026 7:29:47 AM  
 Resent: 2/27/2026 2:34:37 PM  
 Resent: 3/2/2026 1:20:09 PM  
 Viewed: 3/3/2026 11:58:55 AM  
 Signed: 3/3/2026 1:49:44 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign


Cody Phelps  
 cody.phelps.glo@recovery.texas.gov  
 Security Level: Email, Account Authentication  
 (None)

  
 Signature Adoption: Pre-selected Style  
 Using IP Address:  
 2603:8080:1500:39d6:71f9:cc52:a42a:b082

Sent: 3/3/2026 1:49:49 PM  
 Viewed: 3/4/2026 8:00:52 AM  
 Signed: 3/4/2026 8:03:56 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign


Heather Lagrone  
 heather.lagrone.glo@recovery.texas.gov  
 Sr Dep director  
 Texas General Land Office  
 Security Level: Email, Account Authentication  
 (None)

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 136.226.12.86

Sent: 3/4/2026 8:04:03 AM  
 Resent: 3/4/2026 10:02:36 AM  
 Viewed: 3/4/2026 4:06:55 PM  
 Signed: 3/4/2026 4:07:59 PM



**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

Marc Barenblat  
 marc.barenblat@glo.texas.gov  
 Deputy General Counsel  
 Texas General Land Office  
 Security Level: Email, Account Authentication  
 (None)

  
 Signature Adoption: Pre-selected Style  
 Using IP Address:  
 2600:1700:80:8690:f098:af96:97fa:c37d

Sent: 3/4/2026 4:08:05 PM  
 Viewed: 3/6/2026 1:10:22 PM  
 Signed: 3/6/2026 1:12:23 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

| Signer Events  | Signature   | Timestamp   |
|--|---|---|
| <p>Jeff Gordon<br/>jeff.gordon@glo.texas.gov<br/>General Counsel<br/>Texas General Land Office<br/>Security Level: Email, Account Authentication (None)</p>            | <br><p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 136.226.13.47</p>  | <p>Sent: 3/6/2026 1:12:30 PM<br/>Viewed: 3/6/2026 1:20:15 PM<br/>Signed: 3/6/2026 1:20:22 PM</p>  |
| <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>   |   |   |
| <p>Adrian Piloto<br/>adrian.piloto@glo.texas.gov<br/>Senior Deputy Director<br/>Texas General Land Office<br/>Security Level: Email, Account Authentication (None)</p> | <br><p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 136.226.18.210</p> | <p>Sent: 3/6/2026 1:20:28 PM<br/>Viewed: 3/6/2026 1:21:52 PM<br/>Signed: 3/6/2026 1:27:09 PM</p>  |
| <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>   |   |   |
| <p>Mark Henry<br/>mark.henry@co.galveston.tx.us<br/>County Judge<br/>GALVESTON COUNTY<br/>Security Level: Email, Account Authentication (None)</p>                     |   | <p>Sent: 3/6/2026 1:27:24 PM<br/>Resent: 3/10/2026 11:47:38 AM<br/>Resent: 3/12/2026 11:52:29 AM<br/>Resent: 3/12/2026 11:52:53 AM<br/>Resent: 3/17/2026 9:32:43 AM<br/>Resent: 3/17/2026 4:19:57 PM<br/>Resent: 3/18/2026 9:33:07 AM<br/>Resent: 3/26/2026 3:19:51 PM<br/>Viewed: 3/27/2026 2:35:56 PM</p> |
| <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>   |   |   |
| <p>Jayne Williams<br/>Jaynee.Williams@glo.texas.gov<br/>Security Level: Email, Account Authentication (None)</p>   |   |   |
| <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>   |   |   |
| <p>Jennifer G. Jones<br/>jennifer.jones@glo.texas.gov<br/>Security Level: Email, Account Authentication (None)</p>   |   |   |
| <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>   |   |   |

| In Person Signer Events      | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events       | Status    | Timestamp |
| Agent Delivery Events        | Status    | Timestamp |
| Intermediary Delivery Events | Status    | Timestamp |
| Certified Delivery Events    | Status    | Timestamp |
| Carbon Copy Events           | Status    | Timestamp |

| Carbon Copy Events   | Status        | Timestamp  |
|--|---------------|--|
| <p>BSO Team<br/>bsorequests@recovery.texas.gov<br/>Texas General Land Office<br/>Security Level: Email, Account Authentication (None)<br/><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>  | <b>COPIED</b> | Sent: 2/26/2026 4:29:30 PM                                 |
| <p>Joseph Cardona<br/>joseph.cardona@glo.texas.gov<br/>Team Lead/Contract Manager<br/>Texas General Land Office<br/>Security Level: Email, Account Authentication (None)<br/><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>         | <b>COPIED</b> | Sent: 2/26/2026 4:29:30 PM<br>Resent: 2/27/2026 7:29:45 AM |
| <p>Drafting Requests<br/>draftingrequests@GLO.TEXAS.GOV<br/>Texas General Land Office<br/>Security Level: Email, Account Authentication (None)<br/><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>                                   | <b>COPIED</b> | Sent: 2/26/2026 4:29:31 PM                                 |
| <p>Kelly McBride<br/>kelly.mcbride@glo.texas.gov<br/>Director of CMD<br/>Texas General Land Office<br/>Security Level: Email, Account Authentication (None)<br/><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>                      | <b>COPIED</b> | Sent: 2/26/2026 4:29:31 PM                                 |
| <p>Lance White<br/>lance.white@glo.texas.gov<br/>Manager, Contracts Management Department<br/>Texas General Land Office<br/>Security Level: Email, Account Authentication (None)<br/><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p> | <b>COPIED</b> | Sent: 2/26/2026 4:29:32 PM                                 |
| <p>Veronica Rodriguez<br/>Veronica.Rodriguez@glo.texas.gov<br/>Contract Manager<br/>Security Level: Email, Account Authentication (None)<br/><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>   | <b>COPIED</b> | Sent: 2/26/2026 4:29:32 PM                                 |
| <p>Matthew Anderson<br/>matthew.anderson@glo.texas.gov<br/>Texas General Land Office<br/>Security Level: Email, Account Authentication (None)<br/><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>                                    | <b>COPIED</b> | Sent: 3/3/2026 1:49:50 PM                                  |

| Carbon Copy Events  | Status | Timestamp  |
|---|--------|--|
| Accounting Team<br>DR.SystemAccess@glo.texas.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign      | COPIED | Sent: 3/3/2026 1:49:50 PM                                |
| Lyz Cullman<br>cullman@iem.com<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                        | COPIED | Sent: 3/6/2026 1:27:19 PM<br>Viewed: 3/6/2026 3:44:02 PM |
| Miriam Moran<br>Miriam.Moran@galvestoncounty.tx.us<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign    | COPIED | Sent: 3/6/2026 1:27:19 PM                                |
| Michael Shannon<br>Michael.Shannon@co.galveston.tx.us<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | COPIED | Sent: 3/6/2026 1:27:18 PM                                |
| Vonda White<br>Vonda.White@glo.texas.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign              |        |  |
| Mahsa Azadi<br>Mahsa.Azadi@glo.texas.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign              |        |  |
| Garrett Purcell<br>Garrett.Purcell@glo.texas.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign      |        |  |
| HUB<br>HUB@glo.texas.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                              |        |  |
| Ryne Zmolik<br>ryne.zmolik.glo@recovery.texas.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign     |        |  |

| Carbon Copy Events   | Status | Timestamp |
|--|--------|-----------|
| Michelle Esper-Martin<br>michelle.espermartin.glo@recovery.texas.gov<br>Security Level: Email, Account Authentication (None) |        |           |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign   |        |           |
| Jeana Bores<br>jeana.bores.glo@recovery.texas.gov<br>Security Level: Email, Account Authentication (None)                    |        |           |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign   |        |           |
| Nichole Gee<br>nichole.gee.ctr@recovery.texas.gov<br>Security Level: Email, Account Authentication (None)                    |        |           |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign   |        |           |
| Torrey Brown<br>torrey.brown.glo@recovery.texas.gov<br>Security Level: Email, Account Authentication (None)                  |        |           |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign   |        |           |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status           | Timestamps           |
|-------------------------|------------------|----------------------|
| Envelope Sent           | Hashed/Encrypted | 2/26/2026 4:29:32 PM |
| Envelope Updated        | Security Checked | 2/27/2026 6:38:18 AM |
| Envelope Updated        | Security Checked | 2/27/2026 6:38:18 AM |
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| Envelope Updated        | Security Checked | 2/27/2026 7:29:45 AM |
| Envelope Updated        | Security Checked | 2/27/2026 7:29:45 AM |
| Envelope Updated        | Security Checked | 2/27/2026 7:29:45 AM |
| Envelope Updated        | Security Checked | 2/27/2026 7:29:45 AM |
| Envelope Updated        | Security Checked | 2/27/2026 7:29:45 AM |
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| Envelope Updated        | Security Checked | 2/27/2026 7:29:45 AM |
| Envelope Updated        | Security Checked | 2/27/2026 7:29:45 AM |
| Envelope Updated        | Security Checked | 2/27/2026 7:29:45 AM |
| Envelope Updated        | Security Checked | 2/27/2026 7:29:45 AM |
| Envelope Updated        | Security Checked | 2/27/2026 7:29:45 AM |
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| Envelope Updated        | Security Checked | 3/3/2026 1:12:51 PM  |
| Envelope Updated        | Security Checked | 3/3/2026 1:12:51 PM  |
| Envelope Updated        | Security Checked | 3/3/2026 1:12:51 PM  |
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| Envelope Updated        | Security Checked | 3/3/2026 1:12:51 PM  |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*28.**

---

26-99-0413-A

Mental Health Court Program- Request transfer from General Fund - Budgeted Reserves to  
Mental Health Court Program - Various Spend Categories for Personnel Reclassification:  
Non-Benefits to Benefits-Eligible & Title Change

### Approval History

| Seq # | Approver        | Action  | Action Date    |
|-------|-----------------|---------|----------------|
| 1     | Dianna Martinez | Approve | 4/2/26 4:58 pm |



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 04/13/2026 : BAT-0000604

**Company** The County of Galveston  
**Plan Template** Annual Budget Detail : FY26 Amended Budget  
**Plan** FY26 Amended Budget  
**Organizing Dimension Type**  
**Amendment ID** BAT-0000604  
**Amendment Date** 04/13/2026  
**Description** 26-99-0413-A; Request transfer from General Fund - Budgeted Reserves to Mental Health - Various Spend Categories for Personnel  
 Reclassification: Non-Benefits to Benefits-Eligible & Title Change  
**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) | 5154000:Deferred Compensation Plan   | 120800 Mental Health Court Program | 1208 County Specialty Court Fund |                  | Alternate Plan                        |         |         | \$5,290.00   | \$0.00        |      |            |
| FY2026 Annual (FY26 Amended Budget) | 5930000:Reserves - Other             | 920180 Fund Balance Reserves       | 1101 General Fund                |                  | Budgeted Reserves                     |         |         | \$0.00       | \$16,584.00   |      |            |
| FY2026 Annual (FY26 Amended Budget) | 5156000:Workers Compensation         | 120800 Mental Health Court Program | 1208 County Specialty Court Fund |                  | Worker's Compensation                 |         |         | \$568.00     | \$0.00        |      |            |
| FY2026 Annual (FY26 Amended Budget) | 5153000:Pension                      | 120800 Mental Health Court Program | 1208 County Specialty Court Fund |                  | Pension                               |         |         | \$8,003.00   | \$0.00        |      |            |
| FY2026 Annual (FY26 Amended Budget) | 5152000:Payroll Tax Expense          | 120800 Mental Health Court Program | 1208 County Specialty Court Fund |                  | Medicare FICA payments                |         |         | \$978.00     | \$0.00        |      |            |
| FY2026 Annual (FY26 Amended Budget) | 5151000:Group Insurance              | 120800 Mental Health Court Program | 1208 County Specialty Court Fund |                  | County Paid Health Insurance Premiums |         |         | \$4,514.00   | \$0.00        |      |            |
| FY2026 Annual (FY26 Amended Budget) | 5911000:Transfers Out - General Fund | 921010 Transfers and Reserves      | 1101 General Fund                |                  | Transfer to County Specialty Court    |         |         | \$16,584.00  | \$0.00        |      |            |



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 04/13/2026 : BAT-0000604

| Period                              | *Ledger Account/Summary          | *Cost Center                       | *Fund                            | Revenue Category           | Spend Category            | Program | Project | Debit Amount | Credit Amount | Memo | Exceptions |
|-------------------------------------|----------------------------------|------------------------------------|----------------------------------|----------------------------|---------------------------|---------|---------|--------------|---------------|------|------------|
| FY2026 Annual (FY26 Amended Budget) | 5100000:Salaries and Wages       | 120800 Mental Health Court Program | 1208 County Specialty Court Fund |                            | Salaries and Wages        |         |         | \$0.00       | \$2,844.00    |      |            |
| FY2026 Annual (FY26 Amended Budget) | 5155000:Unemployment             | 120800 Mental Health Court Program | 1208 County Specialty Court Fund |                            | Unemployment Compensation |         |         | \$75.00      | \$0.00        |      |            |
| FY2026 Annual (FY26 Amended Budget) | 4911000:Transfers - General Fund | 120800 Mental Health Court Program | 1208 County Specialty Court Fund | Transfer from General Fund |                           |         |         | \$0.00       | \$16,584.00   |      |            |

BA Personnel Calculator - Mental Health 03.25.26.pdf

**File Name** BA Personnel Calculator - Mental Health 03.25.26.pdf  
**Content Type** application/pdf  
**Updated By** Joselyne Delgado  
**Upload Date** 03/27/2026 09:16:19 AM  
**Comment**

Process History

| Process                | Step   | Status          | Completed On           | Due Date   | Person                                      |             | Comment |
|------------------------|--|-----------------|------------------------|------------|---|-------------|---------|
|                        |  |                 |                        |            | (Up to 5)                                   | All Persons |         |
| Budget Amendment Event | Budget Amendment Event                                       | Step Completed  | 03/27/2026 09:58:18 AM | 03/28/2026 | Joselyne Delgado                            |             | 1       |
| Budget Amendment Event | Approval by Budget Specialist                                | Approved        | 03/27/2026 10:02:38 AM |            | Lee Clemmer (Budget Specialist)             |             | 1       |
| Budget Amendment Event | Approval by Sponsored Programs Manager                       | Not Required    |                        | 03/28/2026 |   |             | 0       |
| Budget Amendment Event | Approval by Accounting Operations Lead or Payroll Accountant | Approved        | 03/28/2026 12:37:24 PM |            | Lauren Swift (Payroll Accountant)           |             | 1       |
| Budget Amendment Event | Approval by Cost Center Manager                              | Approved        | 04/01/2026 09:42:49 AM | 03/30/2026 | Dianna Garza-Martinez (Cost Center Manager) |             | 1       |
| Budget Amendment Event | Approval by Budget Manager                                   | Approved        | 04/01/2026 02:54:21 PM | 04/03/2026 | Diana Huallpa Trevino (Budget Manager)      |             | 1       |
| Budget Amendment Event | Approval by Finance Executive                                | Awaiting Action |                        | 04/03/2026 | Christie Motogbe (Finance Executive)        |             | 2       |
|                        |  |                 |                        |            | Sergio Cruz (Finance Executive)             |             |         |

|                             |                          |
|-----------------------------|--------------------------|
| <b>Department Name:</b>     | <b>Fund Cost Center:</b> |
| Mental Health Court Program | 1208120800               |

| Current Position Title | PSN        | Current Salary | Requested Position Title  | New Salary    | Change in Salary | Comment  |
|------------------------|------------|----------------|---------------------------|---------------|------------------|--|
| Judge                  | 1208000003 | \$148,510.00   | Mental Health Court Judge | \$142,500.00  | -\$6,010.00      | Reclassification from Non-Benefits to Benefits Eligible & Title Change |
|                        |            | \$ 148,510.00  |                           | \$ 142,500.00 | \$ (6,010.00)    |  |

|                    |           |
|--------------------|-----------|
| Start Date         | 4/13/2026 |
| End of Fiscal Year | 9/30/2026 |
| Net Work Days      | 123       |

| Object Code Name               | Object Code Account | FY26 Prorated Amounts |
|--------------------------------|---------------------|-----------------------|
| Salary                         | 5100000             | (2,844.00)            |
| County Paid Health Ins Premium | 5151000             | 4,514.00              |
| Medicare FICA Payments         | 5152102             | 978.00                |
| TCDRS                          | 5153000             | 8,003.00              |
| Worker's Compensation          | 5156000             | 568.00                |
| Alternate Plan                 | 5154000             | 5,290.00              |
| Unemployment                   | 5155000             | 75.00                 |
| <b>FY 2026 Fiscal Impact</b>   |                     | <b>16,584.00</b>      |

|                              |
|------------------------------|
| <b>FY 2027 Fiscal Impact</b> |
| <b>183,561.00</b>            |



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*29.**

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26-100-0413-B

Sheriff's Office - Request transfer from General Fund - Budgeted Reserves to Criminal Investigation - Extraordinary Supplies to fund CID laptop upgrade

### Approval History

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| Seq # | Approver        | Action  | Action Date    |
|-------|-----------------|---------|----------------|
| 1     | Dianna Martinez | Approve | 4/6/26 1:12 pm |

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View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 04/13/2026 : BAT-0000605

|                                  |  |
|----------------------------------|--|
| <b>Company</b>                   | The County of Galveston  |
| <b>Plan Template</b>             | Annual Budget Detail : FY26 Amended Budget   |
| <b>Plan</b>                      | FY26 Amended Budget  |
| <b>Organizing Dimension Type</b> |  |
| <b>Amendment ID</b>              | BAT-0000605  |
| <b>Amendment Date</b>            | 04/13/2026   |
| <b>Description</b>               | 26-100-0413-B; Request transfer from General Fund – Budgeted Reserves to Criminal Investigation – Extraordinary Supplies to fund CID laptop upgrade. |
| <b>Amendment Type</b>            | Budget Transfer  |
| <b>Balanced Amendment</b>        | Yes  |
| <b>Entry Type</b>                | Amended  |
| <b>Status</b>                    | 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) | 5310000:Administrative Supplies | 211121 Criminal Investigation | 1101 General Fund |                  | Extraordinary Supplies |         |         | \$31,954.78  | \$0.00        |      |            |
| FY2026 Annual (FY26 Amended Budget) | 5930000:Reserves - Other        | 920180 Fund Balance Reserves  | 1101 General Fund |                  | Budgeted Reserves      |         |         | \$0.00       | \$31,954.78   |      |            |

Dell Ram Mounts and Hardware.pdf

**File Name** Dell Ram Mounts and Hardware.pdf  
**Content Type** application/pdf  
**Updated By** Joselyne Delgado  
**Upload Date** 03/27/2026 09:31:49 AM  
**Comment**

Your Dell Quote 3000200572588.1\_CID\_Laptops.pdf

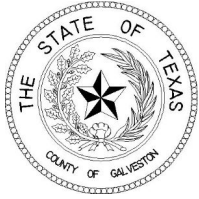
**File Name** Your Dell Quote 3000200572588.1\_CID\_Laptops.pdf  
**Content Type** application/pdf  
**Updated By** Joselyne Delgado  
**Upload Date** 03/27/2026 09:31:49 AM  
**Comment**

Process History



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 04/13/2026 : BAT-0000605

| Process                | Step   | Status          | Completed On           | Due Date   | Person (Up to 5)                       | All Persons | Comment |
|------------------------|--|-----------------|------------------------|------------|--|-------------|---------|
|                        |  |                 |                        |            |  |             |         |
| Budget Amendment Event | Budget Amendment Event                                       | Step Completed  | 03/27/2026 09:31:50 AM | 03/28/2026 | Joselyne Delgado                       | 1           |         |
| Budget Amendment Event | Approval by Budget Specialist                                | Approved        | 03/27/2026 09:56:35 AM |            | Lee Clemmer (Budget Specialist)        | 1           |         |
| Budget Amendment Event | Approval by Sponsored Programs Manager                       | Not Required    |                        | 03/28/2026 |  | 0           |         |
| Budget Amendment Event | Approval by Accounting Operations Lead or Payroll Accountant | Approved        | 03/28/2026 12:38:39 PM |            | Lauren Swift (Payroll Accountant)      | 1           |         |
| Budget Amendment Event | Approval by Cost Center Manager                              | Approved        | 03/30/2026 08:29:21 AM | 03/30/2026 | Clayton Pope (Cost Center Manager)     | 1           |         |
| Budget Amendment Event | Approval by Budget Manager                                   | Approved        | 03/31/2026 02:02:55 PM | 04/01/2026 | Diana Huallpa Trevino (Budget Manager) | 1           |         |
| Budget Amendment Event | Approval by Finance Executive                                | Awaiting Action |                        | 04/02/2026 | Christie Motogbe (Finance Executive)   | 2           |         |
|                        |  |                 |                        |            | Sergio Cruz (Finance Executive)        |             |         |



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*30.**

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26-101-0413-C

Beach Maintenance- Request transfer from within Beach and Parks Fund - Budgeted Reserves & Machinery and Equipment to Fleet Management - Vehicles to fund the purchase of a vehicle for beach patrol

### Approval History

| Seq # | Approver        | Action  | Action Date    |
|-------|-----------------|---------|----------------|
| 1     | Dianna Martinez | Approve | 4/6/26 1:15 pm |



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 04/13/2026 : BAT-0000606

|                                  |  |
|----------------------------------|--|
| <b>Company</b>                   | The County of Galveston  |
| <b>Plan Template</b>             | Annual Budget Detail : FY26 Amended Budget   |
| <b>Plan</b>                      | FY26 Amended Budget  |
| <b>Organizing Dimension Type</b> |  |
| <b>Amendment ID</b>              | BAT-0000606  |
| <b>Amendment Date</b>            | 04/13/2026   |
| <b>Description</b>               | Beach sticker funds will be reallocated to purchase a truck and upfit it as well as the previously purchased truck to be used by the SO for beach patrols in place of the UTVs. A truck offers a longer service life and reduces the need for frequent replacement associated with UTV use in sandy conditions. Sponsored by Commissioner Giusti |
| <b>Amendment Type</b>            | Budget Transfer  |
| <b>Balanced Amendment</b>        | Yes  |
| <b>Entry Type</b>                | Amended  |
| <b>Status</b>                    | 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 | 2601 Beach and Parks Fund |                  | Budgeted Reserves       |         |         | \$0.00       | \$49,572.00   |      |            |
| FY2026 Annual (FY26 Amended Budget) | 5700000:Capital Outlays  | 522042 Beach Maintenance     | 2601 Beach and Parks Fund |                  | Machinery and Equipment |         |         | \$0.00       | \$52,000.00   |      |            |
| FY2026 Annual (FY26 Amended Budget) | 5700000:Capital Outlays  | 172111 Fleet Management      | 2601 Beach and Parks Fund |                  | Vehicles                |         |         | \$101,572.00 | \$0.00        |      |            |

BA Beach Sticker SO Trucks.docx

|                     |   |
|---------------------|---|
| <b>File Name</b>    | BA Beach Sticker SO Trucks.docx   |
| <b>Content Type</b> | application/vnd.openxmlformats-officedocument.wordprocessingml.document |
| <b>Updated By</b>   | Martha Lee  |
| <b>Upload Date</b>  | 03/27/2026 04:24:07 PM  |
| <b>Comment</b>      |   |

2026-01-30.PDF

|                     |                 |
|---------------------|-----------------|
| <b>File Name</b>    | 2026-01-30.PDF  |
| <b>Content Type</b> | application/pdf |



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 04/13/2026 : BAT-0000606

**Updated By** Martha Lee  
**Upload Date** 03/27/2026 04:24:07 PM  
**Comment**

F150 PPV.pdf

**File Name** F150 PPV.pdf  
**Content Type** application/pdf  
**Updated By** Martha Lee  
**Upload Date** 03/27/2026 04:24:07 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  | 03/27/2026 04:24:08 PM | 03/28/2026 | Martha Lee                                | 1           |  |
| Budget Amendment Event | Approval by Budget Specialist                                | Approved        | 03/30/2026 10:25:58 AM |            | Lee Clemmer (Budget Specialist)           | 1           | Lee Clemmer: 26-101-0413-C; Request transfer from within Beach and Parks Fund - Budgeted Reserves & Machinery and Equipment to Fleet Management - Vehicles to fund the purchase of a vehicle for beach patrol. |
| Budget Amendment Event | Approval by Sponsored Programs Manager                       | Not Required    |                        | 03/28/2026 |   | 0           |  |
| Budget Amendment Event | Approval by Accounting Operations Lead or Payroll Accountant | Approved        | 04/02/2026 08:40:05 AM |            | Kenna Pruitt (Accounting Operations Lead) | 1           |  |
| Budget Amendment Event | Approval by Cost Center Manager                              | Approved        | 04/02/2026 08:56:06 AM | 04/04/2026 | Elizabeth Bryant (Cost Center Manager)    | 1           |  |
| Budget Amendment Event | Approval by Budget Manager                                   | Awaiting Action |                        | 04/04/2026 | Diana Huallpa Trevino (Budget Manager)    | 1           | <i>Diana Huallpa</i>   |

\$51,451.00 for F150 PPV (Recommend adding 7-10% for recent price increases)  
(10% increase = \$56,596)

\$21,737.95 for emergency equipment (Dana Safety current vendor) X 2 trucks = \$43,476

\$750.00 for current Sheriff graphics (TNT current vendor) X 2 Trucks = \$1,500

Total = \$101,572



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*31.**

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26-102-0413-D

Sheriff's Office - Request transfer from General Fund - Budgeted Reserves to Sheriff Administration - Software Licensing to fund field training officer (FTO) software implementation

### Approval History

| Seq # | Approver        | Action  | Action Date    |
|-------|-----------------|---------|----------------|
| 1     | Dianna Martinez | Approve | 4/6/26 1:21 pm |



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 04/13/2026 : BAT-0000609

**Company** The County of Galveston  
**Plan Template** Annual Budget Detail : FY26 Amended Budget  
**Plan** FY26 Amended Budget  
**Organizing Dimension Type**  
**Amendment ID** BAT-0000609  
**Amendment Date** 04/13/2026  
**Description** budget amendment for FTO module software  
**Amendment Type** Budget Transfer  
**Balanced Amendment** Yes  
**Entry Type** Amended  
**Status** In Progress

Budget Amendment Entries

| Period                              | *Ledger Account/Summary             | *Cost Center                  | *Fund             | Revenue Category | Spend Category     | Program | Project | Debit Amount | Credit Amount | Memo                   | Exceptions |
|-------------------------------------|-------------------------------------|-------------------------------|-------------------|------------------|--------------------|---------|---------|--------------|---------------|------------------------|------------|
| FY2026 Annual (FY26 Amended Budget) | 5419000:Other Professional Services | 211101 Sheriff Administration | 1101 General Fund |                  | Software Licensing |         |         | \$17,342.13  | \$0.00        | funds for FTO software |            |
| FY2026 Annual (FY26 Amended Budget) | 5930000:Reserves - Other            | 920180 Fund Balance Reserves  | 1101 General Fund |                  | Budgeted Reserves  |         |         | \$0.00       | \$17,342.13   | funds for FTO software |            |

Galveston CSO - Updated PowerDMS Discounted Bridge Quote - Activate Ready - Countersigned .pdf

**File Name** Galveston CSO - Updated PowerDMS Discounted Bridge Quote - Activate Ready - Countersigned .pdf  
**Content Type** application/pdf  
**Updated By** Clayton Pope  
**Upload Date** 03/31/2026 03:52:40 PM  
**Comment** Power DMS FTO

Process History

| Process                | Step                          | Status         | Completed On           | Due Date   | Person                          |             | Comment   |
|------------------------|-------------------------------|----------------|------------------------|------------|---------------------------------|-------------|---|
|                        |                               |                |                        |            | Person (Up to 5)                | All Persons |   |
| Budget Amendment Event | Budget Amendment Event        | Step Completed | 03/31/2026 03:52:41 PM | 04/01/2026 | Clayton Pope                    | 1           |   |
| Budget Amendment Event | Approval by Budget Specialist | Sent Back      | 03/31/2026 03:56:08 PM |            | Lee Clemmer (Budget Specialist) | 1           | Send Back Reason from Lee Clemmer: Change "Amendment Type" to Budget Transfer |
| Budget Amendment Event | Budget Amendment Event        | Submitted      | 04/01/2026 09:02:27 AM | 04/01/2026 | Clayton Pope                    | 1           |   |



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 04/13/2026 : BAT-0000609

| Process                | Step   | Status          | Completed On           | Due Date   | Person (Up to 5)   | All Persons | Comment   |
|------------------------|--|-----------------|------------------------|------------|--|-------------|---|
|                        |  |                 |                        |            |  |             |   |
| Budget Amendment Event | Approval by Budget Specialist                                | Approved        | 04/01/2026 11:25:48 AM |            | Lee Clemmer (Budget Specialist)  | 1           | Lee Clemmer: 26-102-0413-D; Request transfer from General Fund - Budgeted Reserves to Sheriff Administration - Software Licensing to fund field training officer (FTO) software implementation. |
| Budget Amendment Event | Approval by Sponsored Programs Manager                       | Not Required    |                        | 04/01/2026 |  | 0           |   |
| Budget Amendment Event | Approval by Accounting Operations Lead or Payroll Accountant | Approved        | 04/01/2026 04:15:10 PM |            | Lauren Swift (Payroll Accountant)  | 1           |   |
| Budget Amendment Event | Approval by Cost Center Manager                              | Approved        | 04/02/2026 09:02:00 AM | 04/03/2026 | Cecilia Carreon on behalf of Jimmy Fullen (Cost Center Manager)                | 1           |   |
| Budget Amendment Event | Approval by Budget Manager                                   | Awaiting Action |                        | 04/04/2026 | Diana Huallpa Trevino (Budget Manager)<br>Melencio Villarreal (Budget Manager) | 2           | <i>Diana Huallpa</i>  |



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*32.**

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26-103-0413-E

Senior Citizens Program- Request transfer from General Fund - Budgeted Reserves to Senior Citizens Program - Various Spend Categories to fund personnel adjustment

### Approval History

---

| Seq # | Approver        | Action  | Action Date    |
|-------|-----------------|---------|----------------|
| 1     | Dianna Martinez | Approve | 4/6/26 1:27 pm |

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View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 04/13/2026 : BAT-0000614

**Company** The County of Galveston  
**Plan Template** Annual Budget Detail : FY26 Amended Budget  
**Plan** FY26 Amended Budget  
**Organizing Dimension Type**  
**Amendment ID** BAT-0000614  
**Amendment Date** 04/13/2026  
**Description** 26-103-0413-E; Request transfer from General Fund - Budgeted Reserves to Senior Citizens Program - Various Spend Categories to fund personnel adjustment.  
**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) | 5153000:Pension             | 451110 Senior Citizens Program | 1101 General Fund |                  | Pension                |         |         | \$989.00     | \$0.00        | Request transfer from General Fund - Budgeted Reserves to Senior Citizens Program - Various Spend Categories to fund personnel adjustment. |            |
| FY2026 Annual (FY26 Amended Budget) | 5152000:Payroll Tax Expense | 451110 Senior Citizens Program | 1101 General Fund |                  | Medicare FICA payments |         |         | \$122.00     | \$0.00        | Request transfer from General Fund - Budgeted Reserves to Senior Citizens Program - Various Spend Categories to fund personnel adjustment. |            |



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 04/13/2026 : BAT-0000614

| Period                              | *Ledger Account/Summary            | *Cost Center                   | *Fund             | Revenue Category | Spend Category            | Program | Project | Debit Amount | Credit Amount | Memo   | Exceptions |
|-------------------------------------|------------------------------------|--------------------------------|-------------------|------------------|---------------------------|---------|---------|--------------|---------------|--|------------|
| FY2026 Annual (FY26 Amended Budget) | 5100000:Salaries and Wages         | 451110 Senior Citizens Program | 1101 General Fund |                  | Salaries and Wages        |         |         | \$8,329.00   | \$0.00        | Request transfer from General Fund - Budgeted Reserves to Senior Citizens Program - Various Spend Categories to fund personnel adjustment. |            |
| FY2026 Annual (FY26 Amended Budget) | 5930000:Reserves - Other           | 920180 Fund Balance Reserves   | 1101 General Fund |                  | Budgeted Reserves         |         |         | \$0.00       | \$10,104.00   | Request transfer from General Fund - Budgeted Reserves to Senior Citizens Program - Various Spend Categories to fund personnel adjustment. |            |
| FY2026 Annual (FY26 Amended Budget) | 5155000:Unemployment               | 451110 Senior Citizens Program | 1101 General Fund |                  | Unemployment Compensation |         |         | \$10.00      | \$0.00        | Request transfer from General Fund - Budgeted Reserves to Senior Citizens Program - Various Spend Categories to fund personnel adjustment. |            |
| FY2026 Annual (FY26 Amended Budget) | 5154000:Deferred Compensation Plan | 451110 Senior Citizens Program | 1101 General Fund |                  | Alternate Plan            |         |         | \$654.00     | \$0.00        | Request transfer from General Fund - Budgeted Reserves to Senior Citizens Program - Various Spend Categories to fund personnel adjustment. |            |

Senior Citizens Program Personnel Breakdown.pdf

**File Name** Senior Citizens Program Personnel Breakdown.pdf  
**Content Type** application/pdf  
**Updated By** Lee Clemmer  
**Upload Date** 04/01/2026 03:03:40 PM  
**Comment**



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 04/13/2026 : BAT-0000614

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 02:53:53 PM | 04/02/2026 | Lee Clemmer                            | 1           |  |
| Budget Amendment Event | Approval by Budget Specialist                                | Sent Back       | 04/01/2026 03:02:10 PM |            | Joselyne Delgado (Budget Specialist)   | 1           | Send Back Reason from Joselyne Delgado: Add correct attachment |
| Budget Amendment Event | Budget Amendment Event                                       | Submitted       | 04/01/2026 03:03:40 PM | 04/02/2026 | Lee Clemmer                            | 1           |  |
| Budget Amendment Event | Approval by Budget Specialist                                | Approved        | 04/01/2026 03:05:11 PM |            | Joselyne Delgado (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        | 04/01/2026 04:13:58 PM |            | Lauren Swift (Payroll Accountant)      | 1           |  |
| Budget Amendment Event | Approval by Cost Center Manager                              | Approved        | 04/02/2026 10:57:55 AM | 04/03/2026 | Martha Lee (Cost Center Manager)       | 1           |  |
| Budget Amendment Event | Approval by Budget Manager                                   | Awaiting Action |                        | 04/04/2026 | Diana Huallpa Trevino (Budget Manager) | 1           | <i>Diana Huallpa</i>   |

|                         |                   |
|-------------------------|-------------------|
| Department Name:        | Fund Cost Center: |
| Senior Citizens Program | 1101451110        |

| Current Position Title                               | PSN        | Current Salary | Requested Position Title                             | New Salary    | Change in Salary | Comment |
|--|------------|----------------|--|---------------|------------------|---------|
| Assistant Director Parks & Cultural Programs (G-224) | 4511100002 | \$97,396.00    | Assistant Director Parks & Cultural Programs (G-230) | \$115,000.00  | \$17,604.00      | Regrade |
|  |            | \$ 97,396.00   |  | \$ 115,000.00 | \$ 17,604.00     |         |

|                    |           |
|--------------------|-----------|
| Start Date         | 4/13/2026 |
| End of Fiscal Year | 9/30/2026 |
| Net Work Days      | 123       |

| Object Code Name               | Object Code Account | FY26 Prorated Amounts |
|--------------------------------|---------------------|-----------------------|
| Salary                         | 5100000             | 8,329.00              |
| County Paid Health Ins Premium | 5151000             | -                     |
| Medicare FICA Payments         | 5152102             | 122.00                |
| TCDRS                          | 5153000             | 989.00                |
| Worker's Compensation          | 5156000             | -                     |
| Alternate Plan                 | 5154000             | 654.00                |
| Unemployment                   | 5155000             | 10.00                 |
| FY 2026 Fiscal Impact          |                     | 10,104.00             |

|                              |
|------------------------------|
| <b>FY 2027 Fiscal Impact</b> |
| <b>21,352.00</b>             |



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*33.**

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26-104-0413-F

Constable Precinct 4- Requesting approval of the Certification of Revenue in the amount of \$152,500 as certified by the County Auditor for the DHS ICE 287(g) Task Force and appropriation of the same.

### Approval History

| Seq # | Approver        | Action  | Action Date    |
|-------|-----------------|---------|----------------|
| 1     | Dianna Martinez | Approve | 4/6/26 1:29 pm |



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 04/13/2026 : BAT-0000617

**Company** The County of Galveston  
**Plan Template** Annual Budget Detail : FY26 Amended Budget  
**Plan** FY26 Amended Budget  
**Organizing Dimension Type**  
**Amendment ID** BAT-0000617  
**Amendment Date** 04/13/2026  
**Description** 26-104-0413-F; Requesting approval of the Certification of Revenue in the amount of \$152,500 as certified by the County Auditor for the DHS ICE 287(g) Task Force and appropriation of the same.  
**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) | 4330000: Intergovernmental Revenues - Federal        | 223800 Constable Precinct #4 | 1101 General Fund | Federal Law Enforcement Revenue |   | ICE 287(g) Task Force |         | \$0.00       | \$152,500.00  | Requesting approval of the Certification of Revenue in the amount of \$152,500 as certified by the County Auditor for the DHS ICE 287(g) Task Force and appropriation of the same. |            |
| FY2026 Annual (FY26 Amended Budget) | 5423000: Maintenance and Repairs - Service Equipment | 223800 Constable Precinct #4 | 1101 General Fund |                                 | Repair and Maintenance for Equipment - Services | ICE 287(g) Task Force |         | \$12,150.00  | \$0.00        | Requesting approval of the Certification of Revenue in the amount of \$152,500 as certified by the County Auditor for the DHS ICE 287(g) Task Force and appropriation of the same. |            |



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 04/13/2026 : BAT-0000617

| Period                              | *Ledger Account/Summary         | *Cost Center                 | *Fund             | Revenue Category | Spend Category         | Program               | Project | Debit Amount | Credit Amount | Memo   | Exceptions |
|-------------------------------------|---------------------------------|------------------------------|-------------------|------------------|------------------------|-----------------------|---------|--------------|---------------|--|------------|
| FY2026 Annual (FY26 Amended Budget) | 5700000:Capital Outlays         | 223800 Constable Precinct #4 | 1101 General Fund |                  | Technology Hardware    | ICE 287(g) Task Force |         | \$63,150.00  | \$0.00        | Requesting approval of the Certification of Revenue in the amount of \$152,500 as certified by the County Auditor for the DHS ICE 287(g) Task Force and appropriation of the same. |            |
| FY2026 Annual (FY26 Amended Budget) | 5310000:Administrative Supplies | 223800 Constable Precinct #4 | 1101 General Fund |                  | Extraordinary Supplies | ICE 287(g) Task Force |         | \$77,200.00  | \$0.00        | Requesting approval of the Certification of Revenue in the amount of \$152,500 as certified by the County Auditor for the DHS ICE 287(g) Task Force and appropriation of the same. |            |

QUOTE-3532180-2 Galveston County M500 (10).pdf

**File Name** QUOTE-3532180-2 Galveston County M500 (10).pdf  
**Content Type** application/pdf  
**Updated By** Lee Clemmer  
**Upload Date** 04/02/2026 01:21:55 PM  
**Comment**

Certification of Revenue-04.13.26 DHS ICE 287(g) Task Force Constable Pct 4.pdf

**File Name** Certification of Revenue-04.13.26 DHS ICE 287(g) Task Force Constable Pct 4.pdf  
**Content Type** application/pdf  
**Updated By** Lee Clemmer  
**Upload Date** 04/02/2026 01:21:55 PM  
**Comment**

Process History

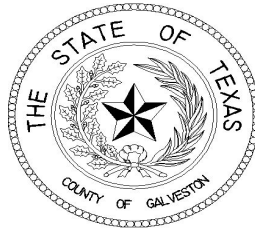
| Process                | Step                                   | Status         | Completed On           | Due Date   | Person (Up to 5)                     | All Persons | Comment |
|------------------------|--|----------------|------------------------|------------|--------------------------------------|-------------|---------|
| Budget Amendment Event | Budget Amendment Event                 | Step Completed | 04/02/2026 01:21:55 PM | 04/03/2026 | Lee Clemmer                          | 1           |         |
| Budget Amendment Event | Approval by Budget Specialist          | Approved       | 04/02/2026 01:22:56 PM |            | Joselyne Delgado (Budget Specialist) | 1           |         |
| Budget Amendment Event | Approval by Sponsored Programs Manager | Not Required   |                        | 04/03/2026 |                                      | 0           |         |



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 04/13/2026 : BAT-0000617

| Process                | Step   | Status          | Completed On           | Due Date   | Person (Up to 5)                      | All Persons | Comment   |
|------------------------|--|-----------------|------------------------|------------|---------------------------------------|-------------|---|
| Budget Amendment Event | Approval by Accounting Operations Lead or Payroll Accountant | Sent Back       | 04/02/2026 02:38:08 PM |            | Lauren Swift (Payroll Accountant)     | 1           | Send Back Reason from Lauren Swift: Please add Program Worktags |
| Budget Amendment Event | Budget Amendment Event                                       | Submitted       | 04/02/2026 02:42:37 PM | 04/03/2026 | Lee Clemmer                           | 1           |   |
| Budget Amendment Event | Approval by Budget Specialist                                | Approved        | 04/02/2026 02:43:11 PM |            | Joselyne Delgado (Budget Specialist)  | 1           |   |
| Budget Amendment Event | Approval by Sponsored Programs Manager                       | Not Required    |                        | 04/03/2026 |                                       | 0           |   |
| Budget Amendment Event | Approval by Accounting Operations Lead or Payroll Accountant | Approved        | 04/02/2026 02:49:39 PM |            | Lauren Swift (Payroll Accountant)     | 1           |   |
| Budget Amendment Event | Approval by Cost Center Manager                              | Approved        | 04/02/2026 03:25:51 PM | 04/04/2026 | Justin West (Cost Center Manager)     | 1           |   |
| Budget Amendment Event | Approval by Budget Manager                                   | Awaiting Action |                        | 04/04/2026 | Diana Hualpa Trevino (Budget Manager) | 1           | <i>Diana Hualpa</i>   |

# 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, 4<sup>th</sup> Floor, Galveston, TX 77550

April 13, 2026

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

Honorable Mark A. Henry and Members of the Court,

Pursuant to Local Government Code 111.07075, I hereby certify the funds herein mentioned are available for appropriate expenditures. This certification allows the addition of these funds to the current budget, as an amendment, without declaration of an emergency as is required for other budget increases.

**Type of Funding:** Department of Homeland Security funding for the ICE 287(g) Task Force  
**Fund:** General Fund – Constable Precinct #4

| Revenue Category                   | Account<br>Number/Program                                | Amount       | Funding Source                     |
|------------------------------------|--|--------------|------------------------------------|
| Federal Law<br>Enforcement Revenue | 1101-223800-4332015<br>Program: ICE 287(g) Task<br>Force | \$152,500.00 | Department of<br>Homeland Security |
|                                    |  |              |                                    |
|                                    |  |              |                                    |
|                                    |  |              |                                    |

**Reason:** Funds will be used to offset Constable Precinct #4's ICE 287(g) Task Force equipment

Thank you for your attention to this matter.

Sincerely,

Sergio Cruz  
County Auditor



**GALVESTON COUNTY, TEXAS**  
**COMMISSIONERS COURT**

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

**34.**

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Consideration for authorization to award ITB 25-078 Secure Transport Vans & Shuttle Bus

**Approval History**

| Seq # | Approver        | Action  | Action Date    |
|-------|-----------------|---------|----------------|
| 1     | Dianna Martinez | Approve | 4/2/26 4:42 pm |



**THE COUNTY OF GALVESTON**

**FRANK RODRIGUEZ**  
PURCHASING AGENT

**ASHLEY CLARK**  
ASST. PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
(409) 770-5371

April 13, 2026

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

**RE: ITB 25-078, Secure Transport Vans & Shuttle Bus**

Gentlemen,

Bids for ITB 25-078, Secure Transport Vans & Shuttle Bus were opened on March 26, 2026. Four (4) bids were received from the following companies:

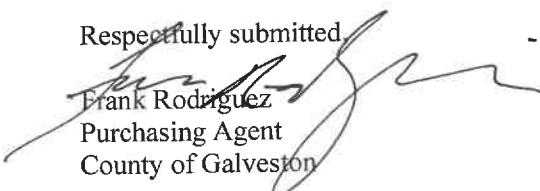
- A-Z Bus Texas, LLC dba Blue Star Bus Sales                      Lubbock, Tx
- Hudson Bus Sales, LLC    Cleburne, TX
- Master's Transportation, Inc.    Kansas City, MO
- TWR Specialty Vehicles    Elkhart, IN

It is requested that the vehicles we awarded to Masters Transportation Inc. and Hudson Bus Sales, LLC as listed below:

- Two (2) Senior Services Shuttle Buses in the amount of \$120,900.00 each to low bid meeting specification vendor: Masters Transportation, Inc.
- One (1) Sheriff's Office ADA Van in the amount of \$99,181.00 to responsive, low bid meeting specification vendor: Hudson Bus Sales, LLC.
- One (1) Sheriff's Office Van in the amount of \$94,278.00 to responsive, low bid meeting specification vendor: Hudson Bus Sales, LLC.

Your consideration and approval of these award recommendations is respectfully requested.

Respectfully submitted

  
Frank Rodriguez  
Purchasing Agent  
County of Galveston

## Dickey, Tammy

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**From:** Bryant, Elizabeth  
**Sent:** Wednesday, April 1, 2026 9:58 AM  
**To:** Perez, Jacquelyn; Dickey, Tammy  
**Cc:** Smith, Zachary; Ford, Kenneth  
**Subject:** Bid opening 25-078 CC Agenda Item  
**Attachments:** 25-078 Bid Summary Line Item Sheet.pdf

Good Morning,

The Fleet Department would like to recommend awarding B25-078 to the following:

- 2 Senior Services Shuttle Buses to Masters Transportation, INC in the amount of \$120,900.00 each for 2026 Ford MM23.
- 1 Sheriff's Office ADA Van to Hudson Bus Sales LLC in the amount of \$99,181.00 for a FR Conversions Promaster Commercial built on a 2025 RAM Promaster 2500.
- 1 Sheriff's Office Van to Hudson Bus Sales LLC in the amount of \$94,278.00.00 for a FR Conversions Promaster Commercial built on a 2025 RAM Promaster 2500.

Specifications including specific vehicle OEM make, OEM model, and diagrams not included in submittal for additional details to consider for TWR Specialty Vehicles and A-Z Bus Sales bid submittals far exceed the county budget for purchase.

Masters Transportation, INC. submitted the lowest priced Sheriff's Office vans, however, did not include diagram for the non-ADA van and their notated exception to bid specs confirms seats will not be equipped with prisoner restraints. Therefore, Hudson Bus Sales LLC's proposal best meets all specifications.

Hudson Bus Sales LLC submitted the lowest priced shuttle bus for Senior Services, however, the requested luggage area and exterior bi-fold door controls are not notated in specs. Therefore, Masters Transportation, INC's proposal best meets the needs of all specifications.

Overall, Hudson Bus Sales submitted sufficient specification detail at a competitive price that best meets the needs of the Sheriff's Office operations and Masters Transportation, INC submitted sufficient specification detail at a competitive price that best meets the needs of the Seniors Citizens division.

Please let me know if any additional information is required to proceed with the award.

**Thank You,**  
**Elizabeth Bryant**  
Finance & Administrative Manager  
Fleet Management Department  
5115 HWY 3 Dickinson, TX 77539  
281-309-5074

**GALVESTON COUNTY  
 LINE ITEM DETAIL  
 SECURE TRANSPORT VANS &  
 SHUTTLE BUS**

*Masters Transportation, Inc*

| DESCRIPTION  | QUANTITY | UNITS | BRAND | YEAR | MODEL | UNIT PRICE | EXTENDED PRICE |
|--|----------|-------|-------|------|-------|------------|----------------|
| Entry Requirements:                                  |          |       |       |      |       |            |                |
| 1 Galveston County Sherrif Office- ADA Compliant Van | 1        | EA    |       |      |       |            |                |
| Total :  |          |       |       |      |       |            | \$90,300.00    |

| DESCRIPTION                            | QUANTITY | UNITS | BRAND | YEAR | MODEL | UNIT PRICE | EXTENDED PRICE |
|--|----------|-------|-------|------|-------|------------|----------------|
| Entry Requirements:                    |          |       |       |      |       |            |                |
| 2 Galveston County Sherrif Office- Van | 1        | EA    |       |      |       |            |                |
| Total :                                |          |       |       |      |       |            | \$85,300.00    |

| DESCRIPTION                            | QUANTITY | UNITS | BRAND | YEAR | MODEL | UNIT PRICE | EXTENDED PRICE |
|--|----------|-------|-------|------|-------|------------|----------------|
| Entry Requirements:                    |          |       |       |      |       |            |                |
| 3 Galveston County Senior Services Van | 1        | EA    |       |      |       |            |                |
| Total :                                |          |       |       |      |       |            | 0-             |

**GALVESTON COUNTY  
 LINE ITEM DETAIL  
SECURE TRANSPORT VANS &  
 SHUTTLE BUS**

| DESCRIPTION   | QUANTITY | UNITS | BRAND | YEAR | MODEL | UNIT PRICE | EXTENDED PRICE |
|---|----------|-------|-------|------|-------|------------|----------------|
| <b>Entry Requirements:</b>                                    |          |       |       |      |       |            |                |
| 1 Galveston<br>County<br>Senior<br>Services<br>Shuttle<br>Bus | 1        | EA    |       |      |       |            |                |
|   |          |       |       |      |       | Total :    | \$ 120,900.00  |

**GALVESTON COUNTY  
 LINE ITEM DETAIL  
 SECURE TRANSPORT VANS &  
 SHUTTLE BUS**

*Hudson Bus Sales, LLC*

| DESCRIPTION  | QUANTITY | UNITS | BRAND | YEAR | MODEL | UNIT PRICE | EXTENDED PRICE |
|--|----------|-------|-------|------|-------|------------|----------------|
| Entry Requirements:                                  |          |       |       |      |       |            |                |
| 1 Galveston County Sherrif Office- ADA Compliant Van | 1        | EA    |       |      |       |            |                |
| Total :  |          |       |       |      |       |            | 999,181.00     |

| DESCRIPTION                             | QUANTITY | UNITS | BRAND | YEAR | MODEL | UNIT PRICE | EXTENDED PRICE |
|---|----------|-------|-------|------|-------|------------|----------------|
| Entry Requirements:                     |          |       |       |      |       |            |                |
| 2 Galveston County Sherriff Office- Van | 1        | EA    |       |      |       |            |                |
| Total :                                 |          |       |       |      |       |            | 994,278.00     |

| DESCRIPTION                            | QUANTITY | UNITS | BRAND | YEAR | MODEL | UNIT PRICE | EXTENDED PRICE |
|--|----------|-------|-------|------|-------|------------|----------------|
| Entry Requirements:                    |          |       |       |      |       |            |                |
| 3 Galveston County Senior Services Van | 1        | EA    |       |      |       |            |                |
| Total :                                |          |       |       |      |       |            | -0-            |

**GALVESTON COUNTY  
 LINE ITEM DETAIL  
SECURE TRANSPORT VANS &  
 SHUTTLE BUS**

| DESCRIPTION   | QUANTITY | UNITS | BRAND | YEAR | MODEL | UNIT PRICE | EXTENDED PRICE      |
|---|----------|-------|-------|------|-------|------------|---------------------|
| <b>Entry Requirements:</b>                                    |          |       |       |      |       |            |                     |
| Galveston<br>County<br>Senior<br>Services<br>Shuttle<br>1 Bus | 1        | EA    |       |      |       |            |                     |
|   |          |       |       |      |       | Total :    | <i>\$106,356.00</i> |

**GALVESTON COUNTY  
 LINE ITEM DETAIL  
SECURE TRANSPORT VANS &  
 SHUTTLE BUS**

*TWR Specialty Vehicles*

| DESCRIPTION  | QUANTITY | UNITS | BRAND | YEAR | MODEL | UNIT PRICE | EXTENDED PRICE |
|--|----------|-------|-------|------|-------|------------|----------------|
| Entry Requirements:                                  |          |       |       |      |       |            |                |
| 1 Galveston County Sherrif Office- ADA Compliant Van | 1        | EA    |       |      |       |            |                |
| Total :  |          |       |       |      |       |            | 98,757.46      |

| DESCRIPTION                             | QUANTITY | UNITS | BRAND | YEAR | MODEL | UNIT PRICE | EXTENDED PRICE |
|---|----------|-------|-------|------|-------|------------|----------------|
| Entry Requirements:                     |          |       |       |      |       |            |                |
| 2 Galveston County Sherriff Office- Van | 1        | EA    |       |      |       |            |                |
| Total :                                 |          |       |       |      |       |            | 93,322.46      |

| DESCRIPTION                            | QUANTITY | UNITS | BRAND | YEAR | MODEL | UNIT PRICE | EXTENDED PRICE |
|--|----------|-------|-------|------|-------|------------|----------------|
| Entry Requirements:                    |          |       |       |      |       |            |                |
| 3 Galveston County Senior Services Van | 1        | EA    |       |      |       |            |                |
| Total :                                |          |       |       |      |       |            | -0-            |

**GALVESTON COUNTY  
 LINE ITEM DETAIL  
SECURE TRANSPORT VANS &  
 SHUTTLE BUS**

| DESCRIPTION   | QUANTITY | UNITS | BRAND | YEAR | MODEL | UNIT PRICE | EXTENDED PRICE |
|---|----------|-------|-------|------|-------|------------|----------------|
| Entry Requirements:   |          |       |       |      |       |            |                |
| 1 Galveston<br>County<br>Senior<br>Services<br>Shuttle<br>Bus | 1        | EA    |       |      |       |            |                |
| Total :   |          |       |       |      |       |            | ✓0✓            |

**GALVESTON COUNTY  
 LINE ITEM DETAIL  
SECURE TRANSPORT VANS &  
 SHUTTLE BUS**

*A-Z Bus, Texas, LLC*

| DESCRIPTION  | QUANTITY | UNITS | BRAND | YEAR | MODEL | UNIT PRICE | EXTENDED PRICE |
|--|----------|-------|-------|------|-------|------------|----------------|
| Entry Requirements:                                  |          |       |       |      |       |            |                |
| 1 Galveston County Sherrif Office- ADA Compliant Van | 1        | EA    |       |      |       |            |                |
| Total :  |          |       |       |      |       |            | 179,865.00     |

| DESCRIPTION                             | QUANTITY | UNITS | BRAND | YEAR | MODEL | UNIT PRICE | EXTENDED PRICE |
|---|----------|-------|-------|------|-------|------------|----------------|
| Entry Requirements:                     |          |       |       |      |       |            |                |
| 2 Galveston County Sherriff Office- Van | 1        | EA    |       |      |       |            |                |
| Total :                                 |          |       |       |      |       |            | 204,995.00     |

| DESCRIPTION                            | QUANTITY | UNITS | BRAND | YEAR | MODEL | UNIT PRICE | EXTENDED PRICE |
|--|----------|-------|-------|------|-------|------------|----------------|
| Entry Requirements:                    |          |       |       |      |       |            |                |
| 3 Galveston County Senior Services Van | 1        | EA    |       |      |       |            |                |
| Total :                                |          |       |       |      |       |            | 158,395.00     |

**GALVESTON COUNTY  
 LINE ITEM DETAIL  
SECURE TRANSPORT VANS &  
 SHUTTLE BUS**

| DESCRIPTION   | QUANTITY | UNITS | BRAND | YEAR | MODEL | UNIT PRICE | EXTENDED PRICE     |
|---|----------|-------|-------|------|-------|------------|--------------------|
| <b>Entry Requirements:</b>                                    |          |       |       |      |       |            |                    |
| 1 Galveston<br>County<br>Senior<br>Services<br>Shuttle<br>Bus | 1        | EA    |       |      |       |            |                    |
|   |          |       |       |      |       | Total :    | <b>4,48,375.00</b> |